

Zion Rock and Mountain Guides

Participant Agreement, Release, and Assumption of Risk

In consideration of the services of Zion Rock and Mountain Guides, their agents, owners, officers, volunteers, participants, employees, and all other persons acting in any capacity on their behalf (hereinafter collectively referred to as "ZRMG"), I hereby agree to release, indemnify, and discharge ZRMG, on my behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that hiking, backpacking, rock climbing, ice climbing, canyoneering, skiing, mountaineering and other ZRMG activities include known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: the hazards of walking on uneven terrain, slips, falls; being struck by rockfall, icefall, or other objects dislodged or thrown from above; the use of climbing ropes and equipment; the forces of nature, including lightening, weather changes, flash floods and avalanche; the risks of falling off of the rock, mountain or cliff; the risks of exposure to insect and snake bites; the risk of altitude and cold including hypothermia, frostbite, acute mountain sickness, cerebral and pulmonary edema; my own physical condition, and the physical exertion associated with this activity.

Furthermore, ZRMG employees have difficult jobs to perform. They seek safety, but are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment may malfunction.

2. I expressly agree and promise to accept and assume all of the risks associated with this activity. My participation in this activity is purely voluntary, and I choose to participate despite the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless ZRMG from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of ZRMG's equipment or facilities, including any such claims which allege negligent acts or omissions of ZRMG.
4. Should ZRMG or anyone acting on their behalf, be required to incur any attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. Additionally, I certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event I file a lawsuit against ZRMG, I agree to do so only in the state of Utah, and further agree that the substantive law of Utah shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against ZRMG on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature of Participant _____ **Print Name** _____

Address _____

Phone _____ **Date** _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

(Must be completed for participants under the age of 18)

In consideration of _____ (print minor's name) ("Minor") being permitted by ZRMG to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless ZRMG from any and all claims brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Signature Parent or Guardian _____ **Print Name** _____ **Date:** _____