

# RELEASE OF LIABILITY, ASSUMPTION OF RISK & INDEMNIFICATION AGREEMENT

Please read carefully before signing. Please print all information, fill out form completely and return one form per person to our office as soon as possible with your other required documents.



NAME: \_\_\_\_\_

TRIP TITLE: \_\_\_\_\_ TRIP DATES: \_\_\_\_\_

### TRIP & ASSOCIATED RISKS:

I have chosen to participate in the \_\_\_\_\_ trip (hereinafter referred to as "the Trip", which is organized by Arizona Outback Adventures (hereinafter referred to collectively as "AOA"). I understand that:

- the Trip involves activities that are inherently hazardous and may expose me, spectators, other participants, and other third parties to serious risk of physical injury, illness, disease or even death;
- during the trip I may be exposed to dangers and hazards, including equipment failure and negligence by others;
- as a consequence of these risks, I may be seriously hurt or disabled or may die from the resulting injuries, and that my property may also be damaged;
- hospital facilities, qualified medical care, and emergency medical evacuation may be limited or unavailable during portions of the Trip and, where available, may be expensive; and
- AOA assumes no responsibility for providing medical care during the Trip, and I will have to pay for any medical care and/or evacuation that I incur.
- My participation in this activity is purely voluntary; no one is forcing me to participate, and I elect to participate in spite of the risks.

In consideration of the permission to participate in the Trip, I agree to the terms contained in this document.

### ASSUMPTION OF THE RISKS:

I hereby freely assume the above mentioned risks and any harm, injury or loss that may occur to me or my property as a result of my participation in the Trip – including any risks caused by the negligence of AOA, its employees and officers, its contractors, and other trip participants.

### RELEASE OF LIABILITY:

I hereby RELEASE AOA, its employees, officers, directors, vendors and contractors ("the Released Parties") FROM ALL LIABILITIES, CAUSES OF ACTION, CLAIMS AND DEMANDS that arise in any way from any injury, death, loss or harm that occur to me or to any other person or to any property during the Trip or in any way related to the Trip. This release includes claims for the negligence of the Release Parties and claims for strict liability for abnormally dangerous activities. This release does not extend to claims for gross negligence, intentional or reckless misconduct, or any other liabilities that Arizona law does not permit to be excluded by agreement. I also agree NOT TO SUE or make a claim against the Released Parties for death, injuries, loss or harm that may occur on the Trip.

### INDEMNIFICATION HOLD HARMLESS AND DEFENSE:

I promise to INDEMNIFY, HOLD HARMLESS AND DEFEND the Released Parties (defined in the section Release of Liability) against any and all claims to which the Release of Liability section of this agreement applies, including claims for their own negligence. I also promise to INDEMNIFY, HOLD HARMLESS AND DEFEND the Released Parties against any and all claims for my own negligence, and any other claim arising from my conduct during the Trip. In accordance with these promises, I will reimburse the Released Parties for any damages, reasonable settlements and defense costs, including attorney's fees that they incur because of any such claims made against them. I agree that in the event of my death or disability, the terms of this agreement, including the indemnification obligation in this Section, will be binding on my estate, and my personal representative, executor, administrator or guardian will be obligated to respect and enforce them.

### OTHER FORMS AND TERMS:

I have carefully read AOA's Confirmation Packet, Personal Information Form, Trip Itinerary and Multi-day Trip Policies page and have familiarized myself with all of the information provided to me about the Trip. I agree to all of the conditions in the Confirmation Packet. I acknowledge that AOA has no control over and assumes no responsibility for the actions of any independent contractors providing any services for the Trip.

### SEVERABILITY:

I agree that the purpose of this agreement is that it shall be an enforceable release of liability and indemnity as broad and inclusive as is permitted by Arizona law. I agree that if any portion or provision of this agreement is found to be invalid or unenforceable, then the remainder will continue in full force and effect. I also agree that any invalid provision will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of the agreement.

### APPLICABLE LAW, FORUM & ATTORNEY'S FEES:

This agreement is governed by and shall be construed in accordance with the laws of the state of Arizona, without any reference to its choice of law rules. I agree that any dispute arising from this Agreement or in any way associated with the Trip shall be brought only in the Superior Court of Phoenix, Arizona, or in the U.S. District Court for the District of Arizona, and I agree to the jurisdiction and venue of those courts for any such dispute. In any litigation in which the validity or enforceability of this agreement is contested, I agree that the prevailing party will pay all attorney's fees and costs of the parties seeking to uphold the agreement.

I have fully informed myself of the contents of this agreement by reading it before signing it. No oral representations, statements or other inducements to sign this release have been made apart from what is contained in this document.

### PARTICIPANT SIGNATURE \_\_\_\_\_

Date \_\_\_\_\_

Name (please print) \_\_\_\_\_

Date of Birth \_\_\_\_\_

**If participant is a minor, parent or guardian signature is required below:**  
In consideration of my minor child being permitted to participate in the Trip, I accept and agree to the full contents of this agreement. I also agree to RELEASE, HOLD HARMLESS, INDEMNIFY AND DEFEND the Released Parties (defined in the Section Release of Liability) from all liabilities and claims that arise in any way from any injury, death, loss or harm that occurs to my minor child during the Trip or in any way related to the Trip. This includes any claim of the minor and any claim arising from the negligence of the Release Parties. I understand that nothing in this agreement is intended to release claims for gross negligence, intentional or reckless misconduct, or any other liabilities that Arizona law does not permit to be excluded by agreement.

### PARENT/GUARDIAN SIGNATURE \_\_\_\_\_

Date \_\_\_\_\_

Name (please print) \_\_\_\_\_

Relationship \_\_\_\_\_