

# Epicosity Experiences LLC

## PARTICIPANT RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

### **\*\*\*EACH PARTICIPANT MUST READ BEFORE SIGNING\*\*\***

In consideration of the services of Epicosity Experiences, LLC, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities including but not limited to: *Deer Creek State Park, The State of Utah, Utah Dept. of Natural Resources, Utah Division of Parks and Recreation, Boy Scouts of America, Camp Maple Dell, The Utah Dept. of Public Safety, and the Provo River Water Users Association, The U.S. Bureau of Reclamation, and their respective officers, directors and agents, representatives*, acting in any capacity on their behalf (hereinafter collectively referred to as "EE", I hereby agree to release, indemnify, and discharge EE, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death.
2. I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the Releasees or others, and assume full responsibility for my participation.
3. I willingly agree to comply with the terms and conditions for participation. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.
4. I certify that I have adequate insurance to cover any injury of damage I may cause or suffer while participating, or else, I agree to bear the cost of such injury or damage to myself. I further certify that I have no medical or physical conditions, which could interfere with my safety in this activity, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by such condition.
5. **If I choose to participate in a river activity without a guide, I the undersigned agree to pay in full to "EE" cost associated with restoring damaged gear or replacing lost gear that "EE" rented to me. I hereby give "EE" permission to charge the credit card used as collateral on my rental agreement form. I agree that the damages and costs will be assessed in the following manner:**

#### **1. RAFTS AND INFLATABLE KAYAKS:**

\$30.00 per inch on any rips or tears. **\$3,500.00** for complete loss or abandonment of Raft. **\$1,000** for loss or abandonment of Kayak, Inflatable Kayak, or Stand Up Paddle Board. **\$350.00** for loss or abandonment of thwart (raft seat). **\$40.00** for broken or lost raft paddle. **\$75.00** for broken or lost Inflatable Kayak paddle. **\$250.00** for broken or lost Kayak Paddle.

#### **2. TUBES, WETSUITS, AND SPLASH JACKETS**

**\$150.00** for loss or abandonment of River Tube. **\$80.00** for loss of Wetsuit. **\$40.00** for loss of Splash Jacket.

6. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release, indemnify, and hold harmless, EE, its officers, officials, agents, and/or employees, other participants, sponsors, advertisers, and, if applicable, owners, and lessors of premises used to conduct the event (Releasees), from any and all claims, demands, losses, and liability arising out of or related to an injury, disability or death I may suffer, or loss or damage to person or property, whether arising from the negligence of the Releasees or otherwise, to the fullest extent of the law.

7. **I have read this release of liability and assumption of risk agreement, fully understand its terms, understand that I have given up substantial rights by signing it and sign it freely and voluntarily without any inducement.**

Please use the TEXT FIELD BOXES TO TYPE your information. ALL FIELDS MUST BE LIGIBLE. Each participant must print, sign, and bring this waiver to our location on the day of your trip or rental. STARRED FIELDS ARE REQUIRED

\*Signature of Adult Participant \_\_\_\_\_ \*Print Name \_\_\_\_\_

\*Trip Date \_\_\_\_\_ \*Trip Time \_\_\_\_\_ \*Trip Type?  Guided Trip  Instruction/Class  Rental

Mailing-Address \_\_\_\_\_

\*City \_\_\_\_\_ \*State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_

\*EMAIL \_\_\_\_\_

### **For Parent or Guardian of Participant of Minor Age**

**(Must be completed by parent or guardian for participants under the age of 18)**

In consideration of (print minor's name) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (Minor) being permitted by EE to participate in its activities and to use its equipment and facilities, I as parent/guardian with legal responsibility for this Minor, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liability incidents to my minor child's involvement or participation in these programs as provided above, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES**, to the fullest extent permitted by law.

Parent/Guardian Signature: \_\_\_\_\_ PrintName: \_\_\_\_\_ Date: \_\_\_\_\_

### **PHOTOGRAPHY/VIDEO WAIVER**

By participating in or attending any activity in connection with the program, whether on or off the premises, I consent to the use of any print or digital photographs, pictures, film, or videotape taken of me for publicity, promotion, television, websites, or any other use, and expressly waive any right of privacy, compensation, copyright or ownership right connected to same.

TO HELP US BETTER SERVE YOU AND YOUR FRIENDS, PLEASE CIRCLE THE APPROPRIATE WORD AND FILL IN THE INFORMATION BELOW

How did you hear about Epicosity Experiences?  Valpak  Coupon in Mail  KSL.com  Blog Page  Twitter Page

Camp Maple Dell  Brochure  Internet  Newspaper Ad  Deal Site (Groupon)  Google  Facebook

Friend/Family (NAME) \_\_\_\_\_ (so we can personally thank them) Other: \_\_\_\_\_

**Would you like to be put on our mailing list? Please check your interest(s):**

Multi-Day Rafting: \$100/4 days (50-90% off)  24 hour Day Rental  Rafting Trips  Kayak Instruction

River Guide School  Multi-Day Instruction

Have you liked our Facebook Page?  No  yes Are you following us on Instagram?  No  Yes