

# PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Stunt Ranch Events LLC, Stunt Ranch Properties, LLC, Whole School Management, LLC, Wolf Stuntworks, LLC, 3 Tons, LLC, Science in the Movie Inc., Stunt Ranch Paintball, LLC their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "SR"), I hereby agree to release, indemnify, and discharge SR, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in outdoor adventure based and other recreational activities including but not limited to: hiking, field trips, camping, kayaking, zip lining, belaying, ratcheting, stunts, airbag, climbing walls, pistol range, ropes course, swimming, etc., entails 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:** slips and falls; falling objects; the hazards of walking on uneven or rough terrain; collision with fixed or movable objects or people; accidents involving other bicycles or vehicles; pinches, scrapes, twists and jolts that could result in scratches, bruises, sprains, lacerations, fractures; musculoskeletal injuries including head, neck, and back injuries; exhaustion; exposure to temperature and weather extremes which could cause: hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration, frostbite, frostnip; avalanches; exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; rope burns; the use of climbing ropes and equipment; equipment failure and/or operator error; water hazards; whitewater; boat capsizing; accidental drowning; exposure to cold water can result in cold shock, hypothermia and in extreme cases death; accidents or illness can occur in remote places without medical facilities and emergency treatment or other services rendered; consumption of food or drink; the negligence of other climbers, visitors, participants, or other persons who may be present; and improper lifting or carrying; my own physical condition, and the physical exertion associated with this activity.

Furthermore, SR employees have difficult jobs to perform. They seek safety, but they 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 being used might malfunction or fail.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless SR 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 SR's equipment or facilities, **including any such claims which allege negligent acts or omissions of SR.**

4. Should SR or anyone acting on their behalf, be required to incur 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. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

6. In the event that I file a lawsuit against SR, I agree to do so solely in the state of Utah, and I further agree that the substantive law of that state 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.

7. I hereby grant SR full permission to use my pictures and/or video footage, including my likeness in any and all of its marketing materials, including but not limited to brochures, videos and websites. I also irrevocably authorize SR full rights to edit, alter, copy, exhibit, publish, and/or distribute the material for any other lawful purpose. Additionally, I waive the right to royalties or other compensation arising or related to the use of the video material. I am over 18 years of age and understand the contents of this release and consent to the release of video to those minors for whom I have indicated I am the parent or legal guardian in entering into this Agreement.

**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 SR 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.**

Print Name \_\_\_\_\_ Phone Number \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Email \_\_\_\_\_  
Participant Signature \_\_\_\_\_ 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 SR to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless SR from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: \_\_\_\_\_  
Print Name: \_\_\_\_\_ Date: \_\_\_\_\_