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It is vitally important that you fully understand this document.



## **SPRING CANYON CAMP & CONFERENCE CENTER AGREEMENT FOR WAIVER, RELEASE, DISCHARGE, AND ASSUMPTION OF RISKS**

**THIS DOCUMENT affects your legal rights. You must read it and understand it before initialing and signing it.**

I, \_\_\_\_\_, being over the age of eighteen or being the legal guardian for \_\_\_\_\_, who is under eighteen years of age, on behalf of myself, the person for whom I may be acting as legal guardian, my successors, heirs, assigns, personal representatives and estate, and any other person or entity who could claim under me or on my behalf, in consideration of the services provided by Spring Canyon Camp & Conference Center (hereinafter cited as Spring Canyon), agree to assume the following risks and to waive, release and discharge Spring Canyon and its employees, managers, agents, owners, and other persons (hereinafter cited as SC personnel) as follows:

**DISCLOSURE OF RISKS**, I am aware that snowmobiling, kayaking, ropes course, horseback riding, mountain biking, tubing, climbing & rappelling, use of All Terrain Vehicles (ATVs), trips into the back country, and any other activities in which I am about to voluntarily engage bear known and unknown risks which could result in injury, death, illness, mental, or physical harm to myself and others, and/or damage to my property or to the property of others. These risks and hazards include but are not limited to: **HYPOTHERMIA, COLD, HEAT, FREEZING, EXPOSURE, DROWNING, WINDBURN, SUNBURN, FROSTBITE, CHANGING WEATHER, EXISTING AND CHANGING SNOW, TRAIL AND WATER CONDITION, BARE SPOTS, ROCKS, STUMPS, TREES, AVALANCHES, COLLISIONS WITH NATURAL OBJECTS, MANMADE OBJECTS OR OTHER PERSONS OR THINGS, ROLL-OVERS, VARIATIONS IN TERRAIN, FAILURE OF OTHER PERSONS TO PARTICIPATE WITHIN THEIR OWN ABILITIES, POSSIBLE INJURY FROM CARRYING, TOWING, LIFTING AND DRAGGING OF EQUIPMENT, FAILURES OF EQUIPMENT, MY OWN PHYSICAL CONDITION, THE CONSUMPTION OF FOOD OR DRINK, AND THE BEHAVIOR OF WILD OR DOMESTICATED ANIMALS.**

**ASSUMPTION OF RISK** I voluntarily assume and accept the risks of any such injury or harm to my person or property which may result from the hazards described above or any other hazards related to any activity in which I may participate or engage with Spring Canyon. This assumption of risk includes the risk of injury or harm which may be caused by acts of omission or negligence by Spring Canyon or any SC personnel.

**WAIVE, RELEASE AND DISCHARGE** I voluntarily waive, release and discharge Spring Canyon and SC personnel from any and all liability, claims, demands, or causes of action which are in any way, directly or indirectly, related to, arise from, or are in any way connected with my participation in any Spring Canyon activity, to include claims related to the hazards described above, as well as the negligent acts or omissions of all SC personnel. I agree to follow the instructions of Spring Canyon team leaders or instructors to wear a helmet at all times, and to obey all posted signs and all other

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written or verbal instructions. I agree to hold harmless and indemnify Spring Canyon and SC personnel from all costs and attorney's fees in connection with any claim or claims which may arise as a result of any activity in which I engage with Spring Canyon.

**INSURANCE AND PHYSICAL CONDITION** I understand no medical or other insurance benefits are being provided to me during or after my participation in any Spring Canyon activity. I certify that I am in good health and that I have no physical condition, mental condition, disability, impairment, or injury which would make it difficult or dangerous for me to participate in any of Spring Canyon's activity. I understand that Spring Canyon is relying on my statement of good health and condition in allowing me to participate in any activity.

**MENTAL CAPACITY** I further state that I am not under the influence of alcohol or any other legal or illegal substances, nor will I be under the influence of alcohol or any other legal or illegal substance, which would impair my current ability to safely operate a snowmobile or ATV or engage in any other Spring Canyon activities, or which would impair my ability to knowingly and voluntarily enter into this agreement.

**EFFECT OF RELEASE AND ENTIRE AGREEMENT** I understand and agree that, by signing this agreement, I am forever releasing and waiving any legal right I may have to attempt to recover damages, attorney's fees, costs or other amounts through a lawsuit or otherwise, from Spring Canyon or SC personnel, for any injury or harm to myself or others resulting from any of the dangers, risks, or actions described above or any other activities in which I may engage with Spring Canyon. I understand the meaning of this document and that this is the entire agreement between myself and Spring Canyon and SC personnel. **I HAVE READ THIS ENTIRE AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS.**

**SIGNATURE OF PARTICIPANT: \_\_\_\_\_ DATE: \_\_\_\_\_**

If the participant is under eighteen years of age, I declare I am the parent or legal guardian of the participant. I agree that this document shall bind my child and my child's legal rights.

**SIGNATURE OF PARENT GUARDIAN: \_\_\_\_\_ DATE: \_\_\_\_\_**

**(SPRING CANYON CAMP & CONFERENCE CENTER DOES NOT GIVE REFUNDS DUE TO WEATHER).**



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