

Waiver and Release of Liability

In consideration of the risks of injury while participating in **Backpacking, River Rafting, Paddling, Packrafting, Photography or Hiking Tours** (the “Activity”), and as consideration for the right to participate in the “Activity”, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the “Activity”, and do hereby release and forever discharge **Ancient Wayves River and Hiking Adventures, LLC**, located at 224 N 400 W Blanding, UT 84511, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical, or emotional loss, that I may suffer as a direct result of my participation in the aforementioned “Activity”, including traveling to and from an event related to this “Activity”.

The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, boat capsize, the negligent acts of other guests, water hazards, vehicular traffic and the physical exertion associated with this activity.

- 1. I am voluntarily participating in the aforementioned activity and I am participating in the activity entirely at my own risk. I am aware of the risks associated with traveling to and from as well as participating in this activity, which may include, but are not limited to, physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability(including paralysis),economic or emotional loss, and death. I understand that these injuries or outcomes may arise from my own negligence, other guests’ negligence, conditions related to travel, or the condition of the activity location(s).**
- 2. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Ancient Wayves River and Hiking Adventures, LLC against 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 Ancient Wayves’ equipment or facilities.**

- 3. In the event that any damage to equipment or facilities occurs as a result of my or my family’s willful actions, neglect, or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.
- 4. Should Ancient Wayves River and Hiking Adventures, LLC or anyone acting on their behalf, be required to incur attorney’s fees and costs to enforce this agreement, I agree to reimburse Ancient Wayves.
- 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.

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 Ancient Wayves River and Hiking Adventures, LLC 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 understand it, and I agree to be bound by its terms.

Signature of participant: _____
Printed name: _____
Address: _____
Date/s of Activity: _____

Parent’s/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 Ancient Wayves River and Hiking Adventures, LLC to participate in its activities and use its equipment and facilities, I further agree to indemnify and hold harmless Ancient Wayves River and Hiking Adventures, LLC 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.

Signature (Parent/Guardian): _____
Printed name of Parent/Guardian: _____
Date/s of Activity: _____