

VISITOR'S ACKNOWLEDGEMENT OF RISKS

In consideration of the services of Tejada Holding Company LLC, DBA Sheri Griffith Expeditions, their officers, agents, employees, and stockholders, and all other persons or entities associated with those businesses (hereinafter collectively referred to as ("SGE")) I agree as follows:

Although SGE has taken reasonable steps to provide me with appropriate equipment and skilled guides so I can enjoy an activity for which I may not be skilled, SGE has informed me this activity is not without risk. Certain risks are inherent in each activity and cannot be eliminated without destroying the unique character of the activity. These inherent risks are some of the same elements that contribute to the unique character of this activity and can be the cause of loss or damage to my equipment, or accidental injury, illness, or in extreme cases, permanent trauma or death. SGE does not want to frighten me or reduce my enthusiasm for this activity, but believes it is important for me to know in advance what to expect and to be informed of the inherent risks. The following describes some, but not all, of those risks.

The risks include, among other things: slips and falls; accidental drowning; whitewater rapids will be encountered; collision with fixed or moveable objects or other watercraft; being jolted, jarred, bounce, and shaken during rides; contact with food boxes, other storage containers, or other fixed equipment necessary to the operation of the expedition and the outfitting of the raft; "washed" overboard resulting in having to swim rapids risking collision with rocks and entanglement in trees; damage to equipment or personal injury; exposure to temperature and weather extremes which could cause cold water shock, hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration; exposure to sun, strong wind, cold, storms, large waves, eddies, whirlpools, and lightning; exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; equipment failure; improper lifting or carrying; travel in remote areas with poor or no access to emergency and/or medical services; my own physical condition, and the physical exertion associated with this activity; transmissible pathogen or disease, exposure to infectious diseases.

I am aware that hiking, rafting and river trip activities entail risks of injury or death to any participant. I understand the description of these inherent risks is not complete and that other unknown or unanticipated inherent risks may result in injury or death. I agree to assume and accept full responsibility for the inherent risks identified herein and those inherent risks not specifically identified. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of and with full knowledge of the inherent risks.

I acknowledge that engaging in this activity may require a degree of skill and knowledge different than other activities and that I have responsibilities as a participant. I acknowledge that the staff of SGE has been available to more fully explain to me the nature and physical demands of this activity and the inherent risks, hazards, and dangers associated with this activity.

I certify that I am fully capable of participating in this activity. Therefore, I assume and accept full responsibility for myself, including all minor children in my care, custody, and control, for bodily injury, death or loss of personal property and expenses as a result of those inherent risks and dangers identified herein and those inherent risks and dangers not specifically identified, and as a result of my negligence in participating in this activity.

In the event that I file a lawsuit against SGE, 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 document shall remain in full force and effect.

I have carefully read, clearly understood and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon myself, my heirs, assigns, personal representative and estate and for all members of my family, including minor children.

Print

Name _____ Phone Number _____

Address _____

City _____ State _____ Zip _____

Email _____

Signature of Participant _____ Date _____

Signature of Parent of Guardian, if participant is under 18 years of age

Signature _____ Date _____

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Tejada Holding Company LLC DBA Sheri Griffith Expeditions, their agents, owners, officers, volunteers, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "SGE"), I hereby agree to release, indemnify, and discharge SGE, 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 guided river trips, guided hiking, and rafting activities 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: slipping and falling; accidental drowning; whitewater rapids will be encountered; collision with fixed or moveable objects or other watercraft; being jolted, jarred and shaken about during rides; contact with food boxes, other storage containers, or other fixed equipment necessary to the operation of the expedition and the outfitting of the raft; "washed" overboard resulting in having to swim rapids risking collision with rocks and entanglement in trees; damage to equipment or personal injury; exposure to temperature and weather extremes which could cause cold water shock, hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration; exposure to sun, strong wind, cold, storms, large waves, eddies and whirlpools, and lightening; exposure to potentially dangerous wild animals, insect bites, aggressive and/or poisonous marine life and hazardous plant life; equipment failure; improper lifting or carrying; travel in remote areas with poor or no access to emergency and/or medical services; my own physical condition, and the physical exertion associated with this activity; transmissible pathogen or disease, exposure to infectious diseases. Traveling to and from activity locations raises the possibility of any manner of transportation accidents.

Furthermore, SGE personnel 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. Additionally, I agree to wear a properly fitted and secured certified helmet while participating in this activity.

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. Additionally, I agree to wear a U.S. Coast Guard approved personal flotation device (life jacket) while participating in this activity.

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

4. Should SGE 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 SGE, 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 document shall remain in full force and effect.

7. if it is determined that I acted negligently or unreasonably, I may be held legally and financially responsible for incurred losses or damages.

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 SGE 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 _____ DOB _____ Phone Number _____

Address _____

City _____ State _____ Zip _____

Email _____

Signature of Participant _____ Date _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

(Must be completed for participants under the age of 18)

In consideration of the following minor: (print name) _____

being permitted by SGE to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless SGE from any and all claims which are brought by, or on behalf of minor(s), and which are in any way connected with such use or participation by minor(s).

Minor _____ DOB _____

Parent or Guardian: Print Name: _____ Date: _____

Parent or Guardian Signature: _____