

# Monument Valley Safari, LLC

## ASSUMPTION OF RISK/LIABILITY RELEASE FORM PLEASE READ CAREFULLY AND FILL OUT COMPLETELY (The information in this section **MUST** be printed *legibly*)

Children under 18 years													
Name	Age	First Name						Last Name					
		Mailing Address											
		City										State	Zip
Email		Phone											

I, the undersigned, am aware that by signing this document for participation in Monument Valley Safari, LLC tour activities, I acknowledge that certain elements of this activity may be physically and emotionally demanding as well as dangerous. Furthermore, I understand that certain risks and dangers such as those listed below exist in the activity in which I am participating ("Risks"). I freely and willingly accept those Risks and dangers individually and on behalf of my participating family members.

These Risks include, but are not limited to: loss or damage to personal property; **SERIOUS INJURY OR DEATH** which may be due to inclement weather, slipping, collisions, insect bites, falling objects, falls from vehicles, vehicular accidents, vehicle malfunctions, high altitude sickness, immersion in cold water, hypothermia, drowning, suffering any type of accident or illness in remote areas without easy access to medical facilities, or while traveling to and from the activity site. Full prices will be charged regardless of trip outcome.

I agree to exercise all necessary caution during any instruction and on any trip and to obey the safety requirements of those assisting me. I also agree to inform Monument Valley Safari, LLC, the guides and instructors of any significant aspects of my physical condition or medical history that might increase the risk to myself or others. I understand that I will cover any costs or other liabilities I may incur during the tour adventure, and I agree to be responsible for any equipment loss or breakage due to my negligence or inattention.

I, the undersigned, agree to this release of all claims, waiver of liability and assumption of risk ("Waiver and Release"). I waive any and all claims I may have now and in the future and release from all liability and agree not to sue Monument Valley Safari, LLC, its members, agents, representatives, attorneys, employees or tour guides [hereafter referred to as "Staff"] for any personal injury, death, property damage, or loss sustained by me as a result of my participation in a tour or experience offered by Monument Valley Safari, LLC, due to any cause whatsoever, including without limitation, negligence on my part, or on the part of Monument Valley Safari, LLC, its Staff, tour partners, or other participants to the fullest extent permitted by law, or death or injury as a result of war, civil unrest or epidemic. I further agree that if I violate this agreement and attempt to bring suit against any parties named herein, that I agree to pay the attorney's fees and any costs incurred by that person or entity in defending such action.

I also authorize the use of any photographs or video recordings taken of my participation for promotional purposes. This Agreement and any claims shall be governed by laws of the State of Arizona and the exclusive jurisdiction and venue for any claim shall be in the courts of Navajo County, Arizona. If any provisions is declared unenforceable, that provision shall be severed from this Agreement.

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

X \_\_\_\_\_ Date \_\_\_\_\_  
Participant's Signature Participant's printed name Age

### **For parents/guardians of participants of minor age (under 18 at time of registration):**

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above, and, for myself, my heirs, assign, and next of kin, I release and agree to indemnify and hold harmless Monument Valley 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 Monument Valley to the fullest extent permitted by law.

X: \_\_\_\_\_ X \_\_\_\_\_  
Parent/Guardian Signature Parent/Guardian Printed Name Date

By purchasing the ticket(s), I affirm that I have fully understood and agree to this Waiver and Release.

**For every participant over the age of 18, a new Assumption of Risk/Liability Release Form must be filled out and signed.**