

Monument Valley Safari, LLC

ASSUMPTION OF RISK & LIABILITY RELEASE FORM

By making a reservation with Monument Valley Safari, LLC or taking a tour or engaging in an activity with Monument Valley Safari, LLC whether booked directly or indirectly through the company or through the services of another travel company or agency I am aware that this document herein for participation in any Monument Valley Safari, LLC, tour activities or services, I wholely 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. I freely and willingly accept those *risks* and *dangers* individually and on behalf of my participating family and or group members.

These *risks* include, but are not limited to: loss and danger 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, 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 or traveling over rough terrain.

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 activity, and I agree to be responsible for any equipment loss or breakage due to my negligence or inattention.

I, the participating individual or group lead member, agree to this release of all claims, acting as a waiver of liability and assumption of risks (“Waiver and Release”). I, on behalf of myself and my group waive any and all claims I, and or we may have now or in the future and release from all liability and agree not to sue Monument Valley Safari, LLC, it’s 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 limitations, 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 cost 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 promotion 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 provision is declared unenforceable, that provision shall be severed from this Agreement.

I have read this release of liabilities and assumption of risk agreement to 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.