

**BRIDGERLAND ADVENTURE PARK**

**Release, Assumption of Risk, and Indemnity**

THIS IS A LEGALLY BINDING DOCUMENT WHEREBY YOU VOLUNTARILY AGREE TO GIVE UP THE RIGHT TO BRING A LAWSUIT OR CLAIM AND WHEREBY YOU AGREE TO TAKE RESPONSIBILITY FOR CERTAIN COSTS AND LIABILITIES. PLEASE READ IT CAREFULLY AND COMPLETELY BEFORE SIGNING. THIS AGREEMENT SHALL BE IN EFFECT FROM THE DATE OF EXECUTION AND SHALL BE APPLICABLE TO EACH AND EVERY OCCASION THAT YOU VISIT OR PARTICIPATE IN ANY ACTIVITY AT BRIDGERLAND ADVENTURE PARK.

**Assumption of Risk.** I recognize that the activities and uses of the equipment or facilities at Bridgerland Adventure Park ("Bridgerland") are hazardous and carry significant risk of personal injury. I further recognize that there are natural and manmade obstacles; hazardous surfaces and environmental conditions, and other risks which in combination with the actions of mine or others' can cause severe or fatal injury. I hereby freely agree to assume all risks which may be associated with or result from my or the below-listed minor children's participation in the aforementioned activities at Bridgerland Adventure Park.

**Release.** In consideration of my or the below-listed minor children's participation in activities or use of equipment at Bridgerland, I hereby covenant on behalf of myself and the minor children, not to sue and to hold harmless and release Bridgerland Adventure Park, LLC, its owners, members, employees, agents, partners, suppliers, manufacturers, participants, affiliates, successors and assigns (hereinafter referred to as "Released Parties") from any and all liability, claims, demands, and action whatsoever related to any loss, damage, or injury, including death, that may be sustained by me, the minor children, or to any property belonging to me, as a result of my or the minor children's participation in any activities or use of any equipment or facilities at Bridgerland, whether caused by the Released Parties or any other participant in the activity.

**Indemnity.** I agree to indemnify the Released Parties from any and all claims, demands, or causes of action, which are in any way connected with or related to my or the below-listed minor children's participation in any activities or use of any equipment or facilities at Bridgerland, including without limitation any claims, demands or causes of action brought by one of the below-listed minor children.

**Patron's Warranties.** I represent and warrant that (1) I and the below-listed minor children are in good health and in a physical condition capable of participating in the activities and using the equipment and facilities at Bridgerland, (2) I have adequate medical or other insurance to cover and pay for any possible injury that may occur to me or the minor children, including without limitation any intensification or exacerbation of injury resulting from any preexisting medical or physical condition, (3) I am the parent or guardian of the identified minors listed below, (4) I and the minor children will read and follow the rules of equipment and facilities at Bridgerland, including without limitation, the rules posted on signs within the facility, and (5) if I observe any unusual or significant hazard during my participation in activities and use of the equipment at Bridgerland, I will remove myself and the below-listed minor children from participation and bring such to the attention of Bridgerland.

**General.** I also agree that (a) the exclusive venue for any dispute or litigation between me and Bridgerland will be the First District Court for the state of Utah, (b) the substantive law of Utah shall apply without regard to any conflict of law rules of another state, (c) the prevailing party shall be entitled to its attorneys' fees and costs from the other party in any litigation, (d) if any part of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect, and (e) unless the context requires a contrary construction, the singular shall include the plural and the plural the singular in this Agreement.

<i>Patron(s) participating and/or signing on behalf of minor children:</i>			
_____	_____	_____	_____
Print Name	Signature	Date	
_____	_____	_____	_____
Print Name	Signature	Date	
Current Address		Phone Number	
<i>Participating minors for whom the signing Patron(s) is the legal guardian:</i>			
_____	_____	_____	_____
Name	Age	Name	Age
_____	_____	_____	_____
Name	Age	Name	Age
_____	_____	_____	_____
Name	Age	Name	Age