



PARTICIPANT DUTIES, ACKNOWLEDGEMENT OF RISK, AND ACCEPTANCE OF RESPONSIBILITY

In consideration of the services of Three Five North LLC dba Enjoy Flagstaff, their officers, agents, employees, stockholders, and all other persons or entities associated with those businesses (hereafter collectively referred to as “Enjoy Flagstaff”) I agree as follows:

Participant Duties, Acknowledgement of Risk, and Acceptance of Responsibility

Tour participants have certain responsibilities to the tour leader. Participants are responsible for understanding fully the conditions of the particular tour they have decided to join. This is especially true for any tour involving walking outside of a vehicle. The tour leader has full authority to ask a participant to leave or not participate on departure day if further participation may be detrimental to the individual or the group. Please discuss honestly and clearly with our staff and guides your limitations and/or concerns.

DUTY OF PARTICIPANTS: Some recreational activities conducted by Enjoy Flagstaff are hazardous to participants regardless of all feasible safety measures we are able to take. All participants shall have a duty to act as a reasonably prudent person when engaging in the recreational activities which are offered by Enjoy Flagstaff. By purchasing a tour, participants must agree to and accept the following statements:

- a) Participants shall not interfere with the running or operation of Enjoy Flagstaff when such activities conform to the rules and regulations of the State of Arizona;
- b) Participants shall not use any of Enjoy Flagstaff’s equipment or facilities or services if they do not have the ability to use such facilities, equipment, or service safely without instructions until they have requested and received sufficient instruction to permit safe usage;
- c) Participants shall not engage in any harmful conduct, and shall not willfully or negligently engage in any type of conduct which contributes to or causes injury to any person or property.
- d) Participants shall not embark on and self-initiated activity without first informing Enjoy Flagstaff and receiving permission to engage in such self-initiated activity.

ACKNOWLEDGEMENT AND ACCEPTANCE OF RISK: I acknowledge that engaging in this activity may require a degree of skill and knowledge different from other activities and that I have responsibilities as a participant. I acknowledge that the staff of Enjoy Flagstaff 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 understand and acknowledge that the activity which I am about to voluntarily engage in as a participant and/or volunteer bears certain known risks and unanticipated risks which could result in injury, death, illness or disease, physical or mental, or damage to myself and a risk to injury to spectators or other third parties. I, being aware that this activity entails risks or injuries to myself and a risk or injury to



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spectators or third parties as a result of my actions, expressly agree, covenant and promise to accept and assume all responsibility and risk for injury, death, illness, or disease, or damage to myself or to my property arising from participation in this activity.

I agree to assume and accept full responsibility for the risks identified herein and for those risks not specifically identified. I also agree to pay for any damages caused to others (including attorney’s fees and costs) if they are injured or otherwise damaged due to any negligent actions on my part. My participation in this activity is purely voluntary; no one is forcing me to participate, and I elect to participate in spite of the known and unknown risks.

I certify that I am fully capable of participating in this activity. Therefore, I assume full responsibility for myself, including my minor children, for bodily injury, death, and loss of personal property and expenses thereof as a result of those inherent risks and/or of my negligence in participating in this activity.

By participating in or attending any activity in connection with this program, whether it on or off the premises, I consent to the use of any photographs, pictures, film or videotape taken of me or provided by me for publicity, promotion, television, websites or any other use, and expressly waive any right of privacy, compensation, copyright or other ownership right connected to same.

I certify that I am fully capable of participating in this activity.

ENTIRE AGREEMENT: I understand that this is the entire Agreement between myself and Enjoy Flagstaff, its agents or employees, and that it cannot be modified or changed in any way by the representations or statements of any employee of Enjoy Flagstaff or by me.

I have read, 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 representatives, estate, and all members of my family, including any minors accompanying me: (Both parent signatures required for minors).

ONE PARTICIPANT PER SHEET

Participant’s Name

Participant’s Signature

Date

Parent or Guardian Name (if participant under 18)

Participant’s Signature (if participant under 18)

Date