

WAIVER AND RELEASE OF LIABILITY

IN CONSIDERATION OF the risk of injury that exists while participating in the use and operation of off road and/or all terrain motor vehicles, recreational vehicles, and other outdoor motorized vehicles (hereinafter the “Activity”); and

IN CONSIDERATION OF my desire to participate in said Activity and being given the right to participate in same;

I HEREBY, for myself, my heirs, executors, administrators, assigns, or personal representatives (herein collectively, “Releasor”, “I” or “me,” which terms shall also include Releasor’s parents or guardian if Releasor is under 18 years of age), knowingly and voluntarily enter into this *WAIVER AND RELEASE OF LIABILITY* and hereby waive any all rights, claims, or causes of action of any kind arising out my participation in the Activity; and

I HEREBY release and forever discharge Open Air Recreation, LLC located at 9175 S Quail Run Dr Ste 100, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, employees, representatives, predecessors, successors, and assigns (collectively “Releasees”), from any physical or psychological injury that I may suffer as a direct result of my participation in the aforementioned Activity.

I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS “WAIVER AND RELEASE” AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE OPEN AIR RECREATION, LLC AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, EMPLOYEES, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I MAY OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST OPEN AIR RECREATION, LLC FOR PERSONAL INJURY, LOSS OF LIFE, OR PROPERTY DAMAGE.

To the extent that statute or case law allow does not prohibit releases for ordinary negligence, this release is also of negligence on the part of Open Air Recreation, LLC, its agents and employees.

I agree that this Release shall be governed for all purposes by the law of the State of Utah, without regard to any conflict of law principles. This Release supersedes any all previous oral and written promises or other agreements.

In the event that any damages to equipment or facilities occurs as a result of my or my party’s, or my agent’s willful actions, neglect, or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any such actions of neglect or recklessness.

THIS WAVIER AND RELEASE OF LIABILITY SHALL REMAIN IN EFFECT FOR THE DURATION OF MY PARTICIPATION IN THE ACTIVITY, DURING THIS INITIAL AND ALL SUBSEQUENT EVENTS OF PARTICIPATION AND CANNOT BE WITHDRAWN.

Participant signatures

_____ NAME	_____ DATE	_____ NAME	_____ DATE
_____ NAME	_____ DATE	_____ NAME	_____ DATE
_____ NAME	_____ DATE	_____ NAME	_____ DATE