



## TOUR OF PROPERTY RELEASE

### ASSUMPTION OF RISK, RELEASE OF LIABILITY AND ASSUMPTION OF RISK INDEMNIFICATION AGREEMENT

In consideration of the activities providing a tour and viewing of the grounds of Aspen Meadows by members of the Aspen Meadows Group, G & P Ranch, LLC, Goliath Properties LLC, & Plumb Investment LC, , their agents, owners, officers, volunteers and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as the "Aspen Meadows Group"), I hereby agree to release, indemnify, and discharge Aspen Meadows Group, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

**1. I acknowledge that my participation in any and all tours and viewing of the grounds of Aspen Meadows,** including by way of walking, hiking, skiing on my own, snowshoe, snow cat, by car, or vehicle of any means, that I acknowledge that all of my own activities entail known and unanticipated risks that could result in my own physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activities in my touring and visiting.

**2. The risks include, among other things:** slips and falls; accidents involving obstacles hidden by snow including crevasses, ice and snow cornices, tree wells, tree stumps, creeks rocks and boulders, below the snow surface; loss or damage to equipment being used; collision or injuries with equipment being used; being impaled by a fishing hook; cuts, bruises, sprains, strains, broken bones and fractures, concussions; musculoskeletal injuries including head, neck, back injuries and other life threatening injuries; being lost or separated from the Aspen Meadows Group hosts and guides or companions, by traveling in forested areas, rugged terrain, or bad weather; rapidly changing adverse weather and water conditions; drowning; exposure to altitude and cold including hypothermia, frostbite, acute mountain or elevation sickness, exhaustion, cerebral and pulmonary edema; exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; my own physical condition, and the physical exertion associated with this activity. The areas may not have been traveled previously and are not regularly patrolled. Weather and altitude can be extreme and can change rapidly without warning. Natural forces including steepness of slopes, snow depth, instability of snow pack or varying difficult weather and snow conditions may cause avalanches. Communication in this mountain terrain is always difficult and in the event of an accident, rescue and medical treatment may not be immediately available. Furthermore, Aspen Meadows Group personnel have difficult jobs to perform. They seek safety on all tours, but they are not infallible. They might be unaware of a participant's fitness or abilities.

- **I expressly agree and promise to accept and assume all of the risks existing in this activity and tour.** My participation in this tour of the property is purely voluntary, and I elect to participate in spite of the risks. I agree to wear proper clothing while participating in this activity and tour as deemed necessary.
- **I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Aspen Meadows Group from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity and tour of Aspen Meadows or my use of Aspen Meadows Group's own vehicles, hiking, snowshoe, or skiing equipment or facilities, including its Yurt Field Office, including any such claims which allege negligent acts or omissions of the members of the Aspen Meadows Group.**
- Should Aspen Meadows Group or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
- I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

- In the event that I file a lawsuit against Aspen Meadows Group, I agree to do so solely in the state of Utah and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

**3. WARNING: By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity and tour, including myself, I may be found by a court of law to have waived my right to maintain a lawsuit against Aspen Meadows Group on the basis of any claim from which I have released them herein. I also agree that this document is valid for subsequent visits and participation in future activities and tours of Aspen Meadows and that I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.**

**I, the undersigned, have read the foregoing statement carefully before signing and do understand its warning.**

**Participant Signature:**

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Please Print Full Name, Address, State, Zip Code, Email and Personal Contact and Emergency Contact Information.  
(All information is required)

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Personal Cell Phone Number:** \_\_\_\_\_

**Emergency Cell Contact Number:** \_\_\_\_\_ **Name:** \_\_\_\_\_

Email \_\_\_\_\_

**Date:** \_\_\_\_\_

**PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for all visitors and participants under the age of 18, in all activities, or visiting or taking a tour of Aspen Meadows)**

In consideration of the following minor(s) Please print all names:

\_\_\_\_\_

The following minors listed above are being permitted by Aspen Meadows Group to participate in its activities, tours, and to use its equipment and facilities, including its Yurt Field Office. I further agree to indemnify and hold harmless the Aspen Meadows Group from any and all claims which are brought by, or on behalf of minor(s), and which are in any way connected with such use, tours, visits or participation by minor(s).

Signature of Parent or Guardian: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

