



Flagstaff Extreme, LLC

ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT

PARTICIPANTS: READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND WILL ELIMINATE YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS.

Released Parties include Flagstaff Extreme, LLC and its principals, directors, officers, promoters, advertisers, employees, agents, contractors, insurers, spectators, co-participants, equipment suppliers, volunteers and any or all parent, subsidiary or affiliate companies, licensees, officers, directors, partners, board members, supervisors, insurers, agents, equipment suppliers, employees, volunteers, and representatives ("FLG-X"); and Coconino County, Arizona who owns Fort Tuthill County Park ("Property") where Flagstaff Extreme is located and any or all parent, subsidiary or affiliate companies, licensees, officers, directors, partners, board members, supervisors, insurers, agents, equipment suppliers, employees, volunteers, and representatives ("Coconino County") (collectively "FLG-X and Coconino County").

Releasing Parties, "I," or "Me" include: the participant as well as participant's spouse, children, parents, guardians, heirs, next of kin, and any legal or personal representatives, executors, administrators, successors and assigns, or anyone else who might claim or sue on participant's behalf. **If the participant is under 18 years of age, a parent or guardian with legal responsibility of the minor participant must initial on behalf of the participant and sign below, giving permission for the minor to participate, and agreeing to all terms contained herein to the same extent as if the parent or guardian were the Participant.**

Initial Assumption of Inherent Risks: Flagstaff Extreme (hereafter referred to as the "Course") is a hazardous activity that presents physical and mental challenges, as well as **Inherent risks**, to participants. **Inherent risks** are risks that cannot be eliminated completely (without changing the challenging nature of the Course) regardless of the care and precautions taken by FLG-X and include, but are not limited to: 1) injurious contact or collision with people, terrain and/or obstacles; 2) equipment related hazards; 3) natural or weather-related hazards; 4) inadequate or negligent first aid and/or emergency measures; and/or 5) judgment- and/or behavior-related problems. I understand and acknowledge that any of these risks and others, not specifically named, may cause injury or injuries that may be categorized as minor, serious, catastrophic, or fatal. I also understand that it is my responsibility to consult with my personal physician before participating. If I believe or become aware of any unsafe or unreasonable risks, I agree to immediately notify appropriate personnel. **I hereby assert that I knowingly assume all of the inherent risks of the activity and take full responsibility for any and all damages, liabilities, losses, or expenses that I may incur as a result of participating in the Course.**

Initial Waiver of Liability for ORDINARY NEGLIGENCE: In consideration of being permitted to participate in the Course, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **I (on behalf of the Releasing Parties) hereby forever waive, release, covenant not to sue, and discharge FLG-X and Coconino County from any and all claims resulting from the INHERENT RISKS of the Course or the ORDINARY NEGLIGENCE of FLG-X and Coconino County that I may have arising out of my participation in the Course.**

Initial Indemnification Agreement: In consideration of being permitted to participate in the Course and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **I hereby agree to hold harmless, defend and indemnify FLG-X and Coconino County from and against: 1) Any and all claims made by Me arising from injury or loss due to my participation in the Course; and 2) Against any and all claims of co-participants, rescuers, and others arising from my conduct in the course of my participation in the Course.** This indemnity shall apply to and regardless of any Released Party's negligence, and shall survive the expiration or sooner termination of my participation in the Course.

Initial Liability Limitation: In consideration of being permitted to participate in the Course and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I hereby agree that liability resulting from any negligent acts, errors, and/or omissions of FLG-X and/or Coconino County is limited to the Course Fee actually paid by me to FLG-X, in the unlikely event that FLG-X and/or Coconino County is held liable for any injuries or damages sustained by me or any Releasing Party.

Initial Other Agreements: **1) Venue and Jurisdiction:** I understand that if legal action is brought, the appropriate state or federal trial court for the state of Arizona has the sole and exclusive jurisdiction and that only the substantive laws of Arizona shall apply; **2) Class Actions:** I agree that any legal action shall proceed solely on an individual basis without the right for any claims to be litigated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of others. Claims may not be joined or consolidated unless agreed to in writing by all parties; **3) Severability:** I understand and agree that this Assumption of Risk, Waiver of Liability, and Indemnification Agreement is intended to be as broad and inclusive as is permitted by the state of Arizona and that if any provision shall be found to be unlawful, void, or for any reason unenforceable, then that provision shall be severed from this Agreement and does not affect the validity and enforceability of any remaining provisions; **4) Integration:** I affirm that this **entire Agreement** supersedes any and all previous oral or written promises or agreements. This Agreement may only be amended by a written document duly executed by all parties.

Initial Agreements for the Protection of Participants: I represent and warrant that I am in good health and in proper physical condition to safely participate in the Course. I certify that I have no known or knowable physical or mental conditions that would affect my ability to safely participate in the Course, or that would result in my participation creating a risk of danger to myself or to others. I represent and warrant that I am covered by **medical insurance**. In the event of an injury to me that renders me unconscious or incapable of making a medical decision, **I authorize FLG-X to make emergency medical decisions and secure care** on my behalf (including, but not limited to CPR and AED). I agree to **assume all costs** of emergency medical care and transportation. I agree to comply with all rules, directions, instructions and decisions of FLG-X.

Initial Fee Refunds: FLG-X operates rain/snow or shine and will only close for severe weather conditions. In the event we close the park and guests have been waiting over an hour, guests can receive a rain check or refund provided they have only completed the demonstration video and practice course. Guests that have progressed past the demonstration are eligible for a rain check. Rain checks are valid for 60 days from issue or the current season year whichever is sooner. During the months of December, January and February, the Course will operate when the temperature is above 25 degrees Fahrenheit (25°F). You may reschedule (if the temperature is below our threshold) to a future date in our Winter Season, but we do not offer any refunds.

Initial Alcohol & Drugs: I certify that I am not, and on the date of my participation in the Course will not be, under the influence of alcohol or any prescription or non-prescription drugs that would in any way impair my ability to safely participate in the Course. I further understand that the consumption of any alcohol and any illicit or illegal drugs or substances during my participation is strictly prohibited.

Initial Photography: I understand that any and all photographs, motion pictures, recordings, and/or likenesses of me captured during my participation in the Course by FLG-X, and/or the media become the sole property of FLG-X. I grant the right, permission and authority to FLG-X to use my name and any such photographs, motion pictures, recordings, and/or likenesses for any legitimate purpose, including but not limited to promoting, advertising, and marketing activities without compensation. I further understand that FLG-X have the full right to sell and/or profit from the commercial use of such photographs, motion pictures, recordings, and/or likenesses. I understand that other participants and/or members of the public may take photographs, motion pictures, and/or recordings of me with their personal cameras during my participation in the Course, and I agree not to hold FLG-X liable for the use of such photographs, motion pictures, and/or recordings.

Initial COVID-19: FLG-X has put in place preventative measures to reduce the spread of COVID-19; however, FLG-X cannot guarantee that you, your child(ren), or associated parties will not become infected with COVID-19. By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren), associated parties, and I may be exposed to or infected by COVID-19 by participating in the Course and agree not to hold FLG-X or Coconino County liable if infected.

Acknowledgment of Understanding: I have read this Assumption of Risk, Waiver of Liability, and Indemnification Agreement and image use permission and fully understand its terms. I understand that I am giving up substantial rights, including my right to sue the Released Parties. I further acknowledge that I am freely and voluntarily signing the agreement and participating in the Course, and intend my signature to be a complete and unconditional release of all liability due to **ORDINARY NEGLIGENCE of FLG-X and Coconino County or the INHERENT RISKS of the activity, to the greatest extent allowed by law in Arizona.** I further affirm that I have reached majority age, 18, or if I am under the age of 18, I will not participate in the Course unless my parent or legal guardian signs this Agreement below.

DATED THIS _____ DAY OF _____, 20__.

Participant Phone _____

Participant's Printed Name _____

Participant's Signature _____

Witness's Printed Name _____

Witness's Signature _____

Parent/Guardian's Printed Name** _____

Parent/Guardian's Signature _____

☐ Adv Course
☐ Adv Zips

Harness#: _____

Start Time: _____

**By initialing here _____, I consent to the following individual, _____, accompanying my minor to the Course, and expressly consent to this individual making any and all decisions for my minor in connection with my minor's participation in the Course. Subject to the terms above, I hereby agree to release and to hold harmless, defend and indemnify FLG-X and Coconino County with respect to any and all claims arising out of the actions taken by this individual.