

RELEASE AND WAIVER OF LIABILITY INDEMNITY AGREEMENT

IN CONSIDERATION of allowing me to participate in the outdoor activities hosted by **Gila Backcountry Services**.

This document refers to "outdoor activities" including but not limited to hiking, walking, boating, horse riding, mule riding, eating prepared food, sleeping in the outdoors, driving to and from trail-heads, and/or other related activities.

I WARRANT TO YOU THAT:

1. I am familiar with the risk of serious injury and death which any participant in this outdoor activity must assume, and
2. I believe that I am physically, emotionally and mentally able to participate in this outdoor activity, and that my equipment is mechanically fit for my use in this outdoor activity, and
3. I understand that all applicable rules for participation must be followed and that at all times, the sole responsibility for personal safety remains with me, and
4. I will immediately remove myself from participation, if at any time I sense or observe any unusual hazard or unsafe condition or if I feel that I have experienced any deterioration in my physical, emotional or mental fitness for continued participation in the outdoor activity.

I UNDERSTAND AND AGREE, on behalf of myself, my heirs, assigns, personal representatives and next of kin, that my participation in this outdoor activity and execution of this document constitutes

5. an unqualified ASSUMPTION OF ALL RISKS associated with participation in this outdoor activity by me even if arising from the negligence, or gross negligence, including any compounding or aggravation of injuries caused by negligent rescue operation or procedures, or the outdoor activity organizer and any persons associated therewith or participating therein, and
6. a FULL AND FINAL RELEASE AND WAIVER OF LIABILITY of the outdoor activity organizer and all persons and organizations associated with it and the activity including, without limiting the generality of the foregoing, its officers, directors, officials, agents, and/or employees, other participants, sponsors, advertisers, owners and/or leasers of the premises/area used to conduct the outdoor activity sanctioning bodies, medical or rescue personnel (the RELEASEES), of and from and with respect to all injury, disability, death or loss or damage to person or property whether arising from the negligence, gross negligence, or negligent rescue of or by the foregoing, or otherwise, and
7. an UNDERTAKING NOT TO SUE the RELEASEES for any loss, injury, costs or damages of any form or type, howsoever caused or arising, and whether directly or indirectly from my participation in the outdoor activity, and
8. an AGREEMENT TO INDEMNIFY, and SAVE and HOLD HARMLESS the RELEASEES, and each of them, from any litigation expenses, legal fees, liability, damage, award or cost, of any form or type whatsoever, they may incur due to any claim made against them or any one of them whether the claim is based on the negligence or the gross negligence of the RELEASEES or otherwise.

I HAVE READ THIS DOCUMENT THOROUGHLY.
 I UNDERSTAND THAT THE RELEASEES ARE RELYING UPON MY WARRANTIES, ASSUMPTIONS WAIVER AND RELEASE, UNDERTAKINGS AND AGREEMENTS WHEN ACCEPTING MY PARTICIPATION IN THIS OUTDOOR ACTIVITY.
 I UNDERSTAND THAT BY SIGNING THIS DOCUMENT I GIVE UP SUBSTANTIAL LEGAL RIGHTS I WOULD OTHERWISE HAVE.
 I SIGN THIS DOCUMENT VOLUNTARILY AND WITHOUT INDUCEMENT.

PRINTED NAME OF PARTICIPANT

PRINTED NAME OF WITNESS

SIGNATURE OF PARTICIPANT

DATE

SIGNATURE OF WITNESS

DATE