

**General Release & Indemnity
Damage Responsibility**

I, the undersigned, and if I am a person under 18 years of age, my parents and I (hereafter "I"), desire to participate in one or more activities, adventures or sports including wagon rides, horseback trail rides, mountain bike rides, go-carts, climbing wall, rappelling, zip-line, ATV tours, paintball, shooting, archery, hiking and expeditions (collectively with all related operations, the "Activities"). I understand and acknowledge that High Country Leasing, LLC dba East Zion Adventures and Ponderosa Resort, LC dba Zion Ponderosa Ranch Resort, where applicable; have consented to my participation in activities expressly subject to my execution of this waiver and release (this "Release") and my performance of each of the obligations described in the Release.

I understand that the Activities involve SIGNIFICANT RISK OF PROPERTY DAMAGE, SERIOUS PERSONAL INJURY, OR EVEN DEATH. I understand and expressly accept that there are NATURAL, MAN-MADE, AND ENVIROMENTAL CONDITIONS AND RISKS involved in being on property and in the Activities, including, falls, changing weather, variations in steepness or terrain, natural and man-made obstacles, equipment failure, collisions with objects, structures, or other people, animal bites, and reactions, bumps, burns, negligence of others or exceeding my own abilities, which may cause severe or even fatal injuries.

In consideration of my participation in the Activities, I agree to the following terms and conditions:

1. I expressly agree to assume all conditions, risks of injury and responsibility for all falls, accidents, personal injuries, and/or property damage, including all risks of injury or damages resulting from activities offered by High Country Leasing, L.C. dba East Zion Adventures; Zion Ponderosa Development Co., Inc.; Ponderosa Resort, L.C.; Ponderosa Ranch, L.C.; its agents, employees, property owners, or sponsors of the Activities (hereinafter collectively "East Zion").
2. I agree to forever waive and release East Zion from any and all claims, damages, rights of action and injuries, losses and damages resulting in any way from my participation in any of the Activities or proximity thereto. I agree to indemnify and hold East Zion harmless from all claims, damages or injuries related to my participation in the Activities or proximity to the Activities, including reimbursement of any attorney's fees and costs incurred by East Zion.
3. I agree that no lawsuit will be filed by me or on my behalf against East Zion as a result of my participation or proximity to the Activities or for any injuries or damages that I sustain. If I file a lawsuit, I agree to pay any attorney fees, costs, or judgments incurred by East Zion, and shall only file such lawsuit in a Utah court. I understand that this is a contract, which limits my legal rights and that it is binding upon my heirs and my legal representatives, if portions of this agreement are invalid, it is agreed that the remaining portions will remain enforceable.
4. I agree that I am responsible for my own safety and I shall accept and abide by the rules and regulations of each Activity. I shall follow all instruction and directions from East Zion and its employees and agree to ask questions to clarify misunderstandings of East Zion and its employees.
5. I irrevocably grant and agree that East Zion shall have the right to use, air, publish or reproduce photographs, video and/or pictures of my name, image and likeness for any lawful purpose.
6. I UNDERSTAND THAT I AM FINANCIALLY RESPONSIBLE FOR ANY AND ALL DAMAGE THAT I MAY CAUSE. I understand that if I damage equipment, unless I have purchased damage insurance, I will be financially responsible for all costs for repair. I further understand that the damage costs may not be determinable prior to the end of my stay. Accordingly, I specifically authorize and consent to the costs of repairs and other fees being charged to my credit card.
7. I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY, AND I HAVE SIGNED IT VOLUNTARILY.

Name (print): _____ Signature: _____ Date: ____/____/____

Name (print): _____ Signature: _____ Date: ____/____/____

Name (print): _____ Signature: _____ Date: ____/____/____

Name (print): _____ Signature: _____ Date: ____/____/____

As the parent and/or legal guardian of the above person(s) under 18, I have read this Release and Agreement. I fully accept the terms and conditions of the Release including the full and general release, the indemnity and hold harmless of East Zion and the agreement to never file a lawsuit against East Zion. I have considered the risks involved and believe the opportunity for the person under 18 to participate is worthwhile and useful to the person under 18's development. I have discussed the risks with the person under 18 and have determined that we should accept those risks and this Agreement. I agree to undertake all duties and responsibilities to educate, control and protect the pass-holder under 18 from all of the risks involved in the Activities. I agree to make all decisions concerning the pass-holder under 18's participation and involvement in the sport.

Signature of Parent/Legal Guardian: _____ Date: ____/____/____

THIS IS A TWO SIDED FORM. OTHER DISCLOSURES ARE ON THE REVERSE.

EQUIPMENT USE POLICY AND PROCEDURES

All equipment necessary to participate in the Activities provided by East Zion Adventures and Zion Ponderosa Ranch Resort are provided at the stated fee amount; however, each guest is personally liable for any damage or destruction such guest causes to any equipment. In the event a guest is a minor or otherwise legally incapacitated, the adult or entity paying for such individual's stay shall be financially responsible for any equipment damage caused by such individual. East Zion maintains a comprehensive list of replacement costs for equipment. Guests are encouraged to review such replacement costs prior to participating in the activities at by East Zion Adventures.

ACCIDENTAL DAMAGE PROTECTION

East Zion offers accidental damage protection coverage which covers accidental damage to equipment. Should you decide to purchase this accidental damage protection, please so indicate by selecting the appropriate box below. Accidental damage protection is available to you at the following rate:

\$20 Per Person Per Day

I CHOOSE TO purchase accidental damage protection under the terms set forth above. I understand that I will remain personally liable for any intentional damage or destruction to resort equipment. I UNDERSTAND THAT THE COST OF THE ACCIDENTAL DAMAGE PROTECTION WILL BE ADDED TO THE COST OF MY ACTIVITIES AND I EXPRESSLY AUTHORIZE SUCH CHARGES.

I CHOOSE NOT TO purchase accidental damage protection. I understand that I am personally liable for any damage or destruction to resort equipment, whether intentional or accidental. I UNDERSTAND THAT THE COST OF ANY DAMAGE WILL BE ADDED TO THE COST OF MY ACTIVITIES AND I EXPRESSLY AUTHORIZE SUCH CHARGES. FURTHER, I UNDERSTAND THAT IF ANY DAMAGE OCCURS TO AN ATV AND I HAVE DECLINED ACCIDENTAL DAMAGE PROTECTION, THAT I WILL BE, AND EXPRESSLY CONSENT TO, A DAMAGE ASSESSMENT FEE OF \$200. THE DAMAGE ASSESSMENT FEE SHALL BE A FEE ONLY TO ASSESS THE DAMAGE CAUSED. ACTUAL REPAIRS AND EXPENSES SHALL BE IN ADDITION TO THE DAMAGE ASSESSMENT FEE.

Guest Signature: _____ Date: _____

I have discussed the provisions of accidental damage protection with the guest. [EZA Staff Initials] _____

If choosing to purchase damage protection for you and your group, please fill out each line below:

- Name (print): _____ \$ _____
- Name (print): _____ \$ _____
- Name (print): _____ \$ _____
- Name (print): _____ \$ _____
- Name (print): _____ \$ _____
- Name (print): _____ \$ _____

Total to be added to my account: \$ _____