

BEAR LAKE ADVENTURE PARK

January 1, 2026

722 South First Light Drive

Garden City, Utah 84028

(435)-946-2246

Release, Assumption of Risk, and Indemnity

THIS IS A LEGALLY BINDING DOCUMENT. By signing below, you voluntarily agree to give up certain legal rights, including the right to bring a lawsuit or claim, and you agree to take responsibility for certain costs and liabilities. Please read this document carefully and completely before signing. This Agreement shall be in effect from the date of execution and shall apply to each and every occasion that you visit or participate in any activity at **Bear Lake Adventure Park**.

Assumption of Risk

I acknowledge and understand that the activities, equipment, and facilities at **Bear Lake Adventure Park** (the "Park") are inherently hazardous and involve significant risks of personal injury, illness, property damage, or death. These risks include, but are not limited to, natural and man-made obstacles, uneven or hazardous surfaces, weather and environmental conditions, equipment failure, and the actions or inactions of myself or others. I freely and voluntarily assume **all risks**, known and unknown, associated with my participation and/or the participation of the minor children listed below in any activities at Bear Lake Adventure Park.

Release and Waiver of Liability

In consideration of my participation and/or the participation of the minor children listed below in activities or use of equipment or facilities at Bear Lake Adventure Park, I hereby agree, on behalf of myself and the minor children, to **release, waive, discharge, and covenant not to sue** Bear Lake Adventure Park, LLC, and its owners, members, managers, employees, agents, volunteers, partners, suppliers, manufacturers, contractors, insurers, affiliates, successors, and assigns (collectively, the "Released Parties") from **any and all claims, demands, actions, or causes of action** arising out of or related to any injury, illness, damage, or loss, including death, whether caused by the negligence of the Released Parties or otherwise, to the fullest extent permitted by law.

Indemnification

I agree to **defend, indemnify, and hold harmless** the Released Parties from and against any and all claims, demands, damages, losses, liabilities, costs, or expenses (including attorneys' fees) arising out of or related to my participation or the participation of the minor children listed below in any activities at Bear Lake Adventure Park, including claims brought by or on behalf of a minor child.

Patron Representations and Warranties

I represent and warrant that: 1. I and the minor children listed below are in good physical condition and capable of safely participating in the activities at Bear Lake Adventure Park. 2. I have adequate medical and/or health insurance to cover any injury that may occur, or I accept full financial responsibility for any medical costs. 3. I am the parent or legal guardian of the minor children listed below and have the authority to sign this Agreement on their behalf. 4. I and the minor children agree to read, understand, and comply with all rules, instructions, and signage of Bear Lake Adventure Park. 5. If I observe any unsafe condition or hazard, I will immediately cease participation and notify Bear Lake Adventure Park staff.

Utah / Idaho Governing Law and Venue

Because Bear Lake Adventure Park operates in the Utah–Idaho region, I agree that: - Any dispute, claim, or legal action arising out of or related to this Agreement or my participation shall be governed by the **laws of the state in which the incident giving rise to the claim occurred**, without regard to conflict-of-law principles. - Venue for any such dispute shall be **exclusively** in the state or federal courts located in the state where the incident occurred (Utah or Idaho). - The prevailing party in any litigation shall be entitled to recover reasonable attorneys' fees and costs.

Severability and Interpretation

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect. The singular includes the plural and vice versa, unless the context requires otherwise.

Patron(s) Participating and/or Signing on Behalf of Minor Children

Print Name: _____ Signature: _____

Current Address: _____

Phone Number: _____ Date: _____

Print Name: _____ Signature: _____

Current Address: _____

Phone Number: _____ Date: _____

Print Name: _____ Signature: _____

Current Address: _____

Phone Number: _____ Date: _____

Print Name: _____ Signature: _____

Current Address: _____

Phone Number: _____ Date: _____

Participating Minors (**Under 18**) for Whom the Signing Patron(s) Is the Legal Guardian:

Name: _____ Age: _____

Name: _____ Age: _____

Name: _____ Age: _____

Name: _____ Age: _____