

PARTICIPANT AGREEMENT, RELEASE AND ACKNOWLEDGEMENT OF RISK

In consideration of the services and/or rentals from Wasatch Back Rentals, LLC its agent(s), owner(s), officer(s), volunteer(s), participant(s), manager(s) employee(s), and all other persons or entities acting in any capacity on its behalf (hereinafter collectively referred to as "Wasatch Back Rentals, LLC") I hereby agree to release, hold harmless, indemnify and discharge Wasatch Back Rentals, LLC on behalf of myself, my children, my parents, my heirs, my relatives, assigns, successors, personal representative and estate as follows:

1. Operating off road vehicles and related equipment entails known and unknown or otherwise unanticipated risks which could result in physical and/or emotional injury, paralysis, death, or damage to oneself, to property, or to third parties. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activity. Such risks include, but are not limited to, riding on uneven terrain, changing trail conditions and variations in elevations, loss of control of the vehicle, falls from the vehicle, being run over by a vehicle, collision with other vehicles, participants, trees, rocks, and other man made or natural obstacles, exposure to the elements, extreme temperatures, inclement weather, hypothermia and frostbite, rollovers, stranding due to mechanical malfunction, encounters with animals and wildlife, getting lost; immersion in cold water, mechanical and/or equipment failures, and unavailability of immediate assistance and/or rescue in case of accident, illness, or injury. Furthermore, Wasatch Back Rentals, LLC might be unaware of a participant's fitness or abilities. There may also be misjudgment of weather or other environmental conditions, whether by participant or Wasatch Back Rentals, LLC, and there may be incomplete warnings or instructions.
2. I understand and expressly agree and promise to accept and assume all of the risks existing in the rental of vehicles and equipment from Wasatch Back Rentals, LLC and all related activities, along with any and all other risks associated with my rental of equipment from Wasatch Back Rentals, LLC, whether known or unknown, seen or unforeseen. My participation in this activity is purely voluntary and at my request, and I elect to participate regardless of the risks.
3. I hereby expressly, irrevocably and voluntarily release, forever discharge, covenant not to sue and agree to indemnify and hold harmless Wasatch Back Rentals from any and all damages, injuries, liabilities, losses, claims, demands, causes of action and/or any and all other remedies, **past present or future, which are in any way connected with my participation in this activity and/or my use of Wasatch Back Rentals, LLC vehicles, equipment or facilities, including, but not limited to, any such claims which allege willful or negligent acts or omissions of Wasatch Back Rentals, LLC, and any and all claims against Wasatch Back Rentals, LLC brought by any third party due to my actions or omissions. I further expressly waive any and all rights I may have against Wasatch Back Rentals, LLC and understand that such is a continuing waiver.**
4. Should Wasatch Back Rentals, LLC or anyone acting on its behalf, incur attorney's fees and/or costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs. I further agree to indemnify and hold harmless Wasatch Back Rentals, LLC for any and all actions brought by any third party, including but not limited to, actions related to collisions with other vehicles and traffic accidents.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating in the use of and/or renting of Wasatch Back Rentals, LLC vehicles and equipment or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions (including, without limit, use of over the counter or prescription medications) which could interfere with my safety in said activities, or else I am willing to assume, and bear the cost of, all risks that may be created, directly or indirectly, by any such condition.
6. **Claims for remedies, if any, arising from the rental of vehicles and equipment from Wasatch Back Rentals LLC and/or any associated activities shall be submitted to binding arbitration under the rules of the American Arbitration Association. The venue for arbitration shall be Wasatch County, Utah, U.S.A. The ruling of the arbitration panel may be lodged with any court in the State of Utah, and/or any other court (or equivalent thereof) of competent jurisdiction whether**

domestic or abroad, for an enforceable judgment of the same. In the event that I am able to file or continue a lawsuit against Wasatch Back Rentals, LLC, I agree to do so solely in the State of Utah in the Second Judicial District Court and hereby agree to the personal jurisdiction of said court, and I further agree that the substantive and procedural law of Utah shall apply in any action without regard to the conflict of laws rules. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

7. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW THAT CANNOT BE WAIVED, THE PARTIES HEREBY WAIVE, AND COVENANT THAT THEY WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE), ANY RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING IN WHOLE OR IN PART UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE CONTEMPLATED TRANSACTIONS AND/OR ACTIVITIES, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. THE PARTIES AGREE THAT ANY OF THEM MAY FILE A COPY OF THIS PARAGRAPH WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED-FOR AGREEMENT AMONG THE PARTIES IRREVOCABLY TO WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY PROCEEDING WHATSOEVER BETWEEN THEM RELATING TO THIS AGREEMENT OR ANY OF THE CONTEMPLATED TRANSACTIONS AND/OR ACTIVITIES, AND WILL INSTEAD BE ARBITRATED AND IF IT CANNOT BE ARBITRATED IT WILL BE TRIED IN A COURT OF COMPETENT JURISDICTION WITHIN THE STATE OF UTAH BY A JUDGE SITTING WITHOUT A JURY.

8. By signing this document, I acknowledge that if myself and/or anyone is hurt, or vehicle(s) or property is damaged during my participation and/or rental of vehicles or equipment, I may be found by a court of law or arbitrator to have waived my right to maintain a lawsuit against Wasatch Back Rentals, LLC on the basis of any claim from which I have released or waived herein, and I may be required to indemnify Wasatch Back Rentals, LLC for any and all damages claimed and/or brought by a third party against Wasatch Back Rentals, LLC.

I understand that my rights are affected by this document. I state that I have thoroughly read this document and had opportunity for my own legal counsel to review this document and I recognize that I am giving up my right to sue in a court of law and giving up my right to have a jury trial. [initial]

Dated: [date]