

ASSUMPTION OF RISK, RELEASE OF LIABILITY, AND WAIVER OF CLAIMS

WARNING: PLEASE READ THIS DOCUMENT CAREFULLY, IN ITS ENTIRETY, BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION

THIS ASSUMPTION OF RISK, RELEASE OF LIABILITY AND WAIVER OF CLAIMS (the "Agreement", "Waiver" and/or "Release") is made by Participant (as defined below) and Three Peaks Oasis, LLC, a Utah limited liability company (the "Company"), operates a Venue known as Three Peaks Oasis (the "Venue"), which is comprised of Activities including, but not limited to, concerts, alcohol and food vending, camping, large water slides, jump tower, blob launch, water trampoline, rope swing, zip line, paddle boarding, swimming, and other water Activities taking place in both deep and shallow areas in untreated pond water, as well as volleyball, axe throwing, bike park Activities, and a UTV racetrack (collectively the "Activities" and individually the "Activity"). The Venue is designed for adults and children whose parents/guardians have agreed to the terms of this Agreement and Waiver, and who are of suitable age and experience.

1. Three Peaks Oasis, LLC, a Utah limited liability company ("TPO") is located in Iron County, Utah. I, as a Participant (defined below) or as the parent/guardian of a Participant, hereby acknowledge, understand and agree that TPO is not responsible in any way whatsoever for the Venue or the Activities, including but not limited to, the safety and condition of the Venue and its facilities and equipment, the supervision, management and operation of the Venue, and/or the hosting of any Participant. The Company's lease with TPO requires TPO to maintain the Venue, its facilities and its equipment, etc. and to assume all liability for the same. I, as a Participant (defined below) or as the parent/guardian of a Participant, hereby agree to hold TPO, along with its individual employees, agents, managers and/or members, harmless of any and all liability or damage caused to me (or my minor child) resulting from participation in the Venue and its Activities, and hereby recognize that TPO is not responsible for any of the same.

2. I understand that the Venue's Activities **MAY BE EXTREMELY HAZARDOUS AND MAY CAUSE SERIOUS ILLNESS, SEVERE PHYSICAL INJURY, DEATH and/ or significant loss of or damage to property.** I understand that each person being admitted to the Venue will be deemed to be participating in the Activities and shall be deemed herein to be a "Participant". I am signing this release on my own behalf and, if a Participant is under the age of 18, I am signing as such Participant's parent or legal guardian.

3. **I EXPRESSLY ASSUME ALL RISKS ASSOCIATED WITH THE ACTIVITIES.** I understand that the risks associated with the Activities may include but are certainly not limited to: **SERIOUS ILLNESS, SEVERE PHYSICAL INJURY, SIGNIFICANT PROPERTY DAMAGE, AND/OR EVEN DEATH** (collectively referred to as "Possible Damages and Injuries"), which Possible Damages and Injuries may be caused by accidents and events, including but not limited to, the following: collisions, improper function or malfunction of Venue equipment and/or fixtures, drowning, suffocation, asphyxiation, chemical poisoning over overdose, sliding at an accelerated speed, turning, twisting, falling, high speed impacts, jumping from an elevated tower, jumping on water trampolines, chemical and biological risks naturally occurring from and in untreated pond water, entanglements, or falls, into or with other people or equipment, above and below the water, in addition to all other risks even those currently unknown or of which Participant may not be aware, and those risks not mentioned herein which may be foreseeable or unforeseeable. I also understand that there are Activities at the Venue where there is a risk of being submerged under the water and becoming severely injured or even dying. I understand that severe injury, paralysis, property damage, and even death could occur to Participant and/or the property belonging to Participant. I also understand that the Activities are **UNSUPERVISED** and there is **NO LIFEGUARD ON DUTY.**

4. The undersigned agrees that he or she understands and voluntarily accepts the risk and agrees that the

Venue and any of their affiliated entities (including but not limited to TPO, which is merely leasing the Venue to the Company), or an officer, director, member, agent, servant or employee of the same will not be liable for any injury, including and without limitation, personal bodily, or mental injury, economic loss or any damage to the undersigned, the Participant's spouse, the Participant's children, the Participant's parents, and/or the Participant's estate, heirs or assigns, resulting from the purposeful or negligent acts of the Venue or anyone else using the facilities, including any other participants.. If there is any claim by anyone based on any death, injury, loss, or damage described herein, which involves Participant, the undersigned agrees to:

- (A) Defend the Company and the Venue against such claims and pay the Company for all expenses relating to the claim including, but not limited to, any and all attorney's fees associated therewith; and
- (B) Indemnify the Venue for all obligations resulting from such claims. This document shall be construed and enforced in accordance with the laws of the State of Utah.

5. I, on behalf of my self and/or my minor child, further acknowledge, understand and agree that many other participants will also be engaged in the Venue and its Activities simultaneously with me and that the Company shall not be responsible for the acts or omissions of, or damages caused by other participants to me (or my minor child) or to my property (or the property of my minor child), including those damages resulting from automobile accidents, bullying, cyber bullying, hazing, identity theft, assault, battery, slander, and abuse of any kind (including, but not limited to physical, mental or sexual abuse).

6. I expressly acknowledge that:

- (A) Participant (and/or the parent/guardian of Participant) has been informed of and understands all rules and regulations of participation in the Activities and the Venue;
- (B) Participant shall use common sense and obey common water safety rules;
- (C) Participant shall be responsible for wearing a life jacket at all times when participating in and around the water-based Activities; that Participant, and/or Participant's parent/guardian, hereby further acknowledges, understands and agrees that the Venue and the Company are not providing life jackets to any participant and that Participant shall be solely responsible for bringing and using his/her own life jacket; and that even though Participant and/or others may be ignoring or disregarding this requirement, the Company's awareness of such disregard by Participant or others shall not be a factor in determining the Company's liability for drownings or other injuries or damages caused by submersion in the water located on the Venue;
- (D) Equipment and obstacles may be encountered at any time;
- (E) Participants must exercise common sense and obey common UTV/ATV operating rules. Including but not limited to utilizing appropriate safety equipment and restraints; and
- (F) Falls and collisions may occur and that injuries are an ordinary occurrence of the Activity;
- (G) Participant assumes the risk of all course and venue conditions. If my child is participating, I also acknowledge that:
 - (1) I have spoken to my child about the Activity;
 - (2) My child understands and appreciates the risks of participating in the Activity; and
 - (3) My child is voluntarily participating in the Activity.

7. **IN CONSIDERATION FOR BEING ALLOWED TO PARTICIPATE IN THE ACTIVITIES, I AGREE TO WAIVE ANY AND ALL CLAIMS AGAINST AND TO HOLD HARMLESS, RELEASE, INDEMNIFY, AND AGREE NOT TO SUE** the Venue, all of their affiliated companies and subsidiaries, TPO (the land owner), the equipment manufacturers, and all of their respective insurance companies, successors in interest, commercial and corporate sponsors, manager, agents, employees, representatives, assignees, officers, directors, and shareholders (each a "Released Party") **FROM ANY AND ALL LIABILITY** and/or claims for injury or death to persons or damage to or loss of property arising from participation in the Activity, **INCLUDING THOSE INJURIES AND DAMAGES CAUSED BY ANY RELEASED PARTY'S ALLEGED**

OR ACTUAL NEGLIGENCE (including the failure to take reasonable steps to protect against the risks of the Activity) **OR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY**. While the following parties are not in any way involved in the training, management, supervision or operation of the Venue, TPO, the State of Utah, the Utah Board of Reclamation and the Central Iron County Water Conservancy District are hereby included as Released Parties as defined in the foregoing sentence and Participant's signature below shall operate as a full and complete waiver and release of all such parties, including the aforementioned Released Parties. **I AGREE TO PAY ALL COSTS AND ATTORNEY'S FEES INCURRED BY ANY RELEASED PARTY IN DEFENDING A CLAIM OR SUIT BROUGHT AS A RESULT OF PARTICIPANT'S PARTICIPATION IN THE ACTIVITY.**

8. I further agree to release the State of Utah, its agencies, departments, officers, employees, agents and all sponsors, officials and staff or volunteers from any and all liability, claims, demands, breach of warranty, negligence, actions and causes of actions whatsoever for any loss, claim, damage, injury, illness, attorney's fees or harm of any kind or nature to me arising out of my participation at the Activity. This release extends to any claim made by Participant's family, estate, heirs or assigns arising from or in any way connected with the Activities.

9. I represent that Participant is in good health and that there are no problems associated with Participant's physical or mental condition that may preclude Participant from participating in the Activities. I authorize a licensed physician and/or other medical care provider to carry out any emergency medical care for Participant when deemed necessary and agree to be fully responsible for any associated costs and fees, which may be substantial.

10. I agree that ANY AND ALL CLAIMS FOR LOSS, INJURY AND/OR DEATH REGARDING AN ALLEGED INCIDENT SHALL BE GOVERNED BY THE LAW OF THE STATE OF UTAH AND EXCLUSIVE JURISDICTION SHALL BE IN THE STATE OF UTAH AND THAT ANY RELATED LITIGATION SHALL ONLY BE INITIATED IN DISTRICT COURT IN IRON COUNTY, UTAH.

11. If Participant is under the age of 18, I represent that I am the minor Participant's parent or legal guardian and I **VOLUNTARILY GRANT PERMISSION FOR THE MINOR TO TAKE PART IN THE ACTIVITIES**. I acknowledge that I am also signing this release on behalf of the minor Participant and that **THE MINOR PARTICIPANT SHALL BE BOUND BY ALL THE TERMS OF THIS RELEASE**. By signing this release without a parent or guardian's signature, I represent that I am at least 18 years of age. By signing this release on behalf of the minor Participant, I further represent that Participant is of suitable age and experience to participate in the Activity.

12. **I AGREE TO INDEMNIFY THE RELEASED PARTIES FOR ALL LIABILITY AND CLAIMS, INCLUDING EXPERT AND ATTORNEYS' FEES AND COSTS, ARISING FROM ANY MISREPRESENTATIONS IN OR FRAUDULENT EXECUTION OF THIS AGREEMENT.**

13. **USE OF A PARTICIPANT PROVIDED LIFE JACKET IS RECOMMENDED.** I understand that **A LIFE JACKET IS IN NO WAY A GUARANTEE OF SAFETY** and that no life jacket can protect the wearer against all foreseeable or unforeseeable risks associated with the Activities. I further understand that participation in the Activities can expose the Participant to risks that cannot be prevented by the use of a life jacket.

14. **USE OF A HELMET IS REQUIRED DURING USE OF THE UTV RACETRACK, IN CERTAIN OTHER ACTIVITIES A HELMET WOULD BE RECOMMENDED.** I understand that **A HELMET IS IN NO WAY A GUARANTEE OF SAFETY** and that no helmet can protect the wearer against all foreseeable or unforeseeable risks associated with the Activities. I further understand that participation in the Activities can expose the Participant to risks that cannot be prevented by the use of a helmet.

This release shall be binding to the fullest extent permitted by law. If any part of this release is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. By signing this release on behalf of a minor, this release shall be fully binding upon the minor's assignees,

subrogates, parents, spouse, assigns, legal guardian, estate, distributors, heirs, next of kin, executors and personal representatives.

15. **I hereby consent to and authorize the use and reproduction by the Venue, the Company and TPO of any and all photography and/or videography** that is taken of me (or my minor child) for any purpose, both personal and commercial, without compensation to me of any kind. All digital image and/or video files are wholly owned by the Venue, the Company and TPO, which reserves the right to use these images and/or videos for publications of any and all types, including but not limited to online publications, blogs, websites, printed materials, email, text, physical mailings, billboards, signs, etc.

16. **For minors (children and youth under 18) I hereby consent to and authorize** the use and reproduction by the Venue, the Company and TPO of any and all photographs and/or video that have been taken of a minor child in my custody as parent or guardian, for any purpose, without compensation to me, the child or assignees. All such images and digital files are owned by the Venue, the Company and TPO, which reserve the right to use any such photographs and/or video for publications of any and all types, including but not limited to online publications, blogs, websites, printed materials, email, text, physical mailings, billboards, signs, etc.

I hereby report that I am 18 years of age or older and have read and understood the terms of this release. **I understand that I may engage an independent attorney to represent me and my interests in understanding this Agreement, Waiver, and Release, prior to my signing of this Agreement. In the event I do not engage such attorney to represent me and my interests, I am nevertheless responsible for all of the terms, conditions and agreements made herein.**

HAVING CAREFULLY READ THE FOREGOING PARAGRAPHS 1-16 AND UNDERSTANDING THE AGREEMENT TO BE A LEGALLY BINDING WAIVER AND RELEASE OF LIABILITY, PARTICIPANT SIGNIFIES HIS/HER ASSENT TO THE ABOVE TERMS BY SIGNING BELOW.

ADULT INFORMATION - PARTICIPANT / PARENT / LEGAL GUARDIAN:

Adult/Parent/Guardian Name (Print) Adult/Parent/Guardian Signature Date

EMERGENCY CONTACT INFORMATION:

Name (Print) Relation Phone Number

MINOR PARTICIPANT'S INFORMATION:

Minor Participant's Name (Print) Date of Birth