



RELEASE OF LIABILITY

THE FOLLOWING RELEASE OF LIABILITY FORM MUST BE COMPLETED PRIOR TO PARTICIPATING IN ANY TOUR OR CAMPING ACTIVITIES. IT MUST BE READ, UNDERSTOOD, SIGNED, AND DATED BY ALL GUESTS/PARTICIPANTS WHO ARE EIGHTEEN (18) YEARS OF AGE OR OLDER. GUESTS/PARTICIPANTS WHO ARE UNDER THE AGE OF EIGHTEEN (MINORS), MUST HAVE A PARENT OR LEGAL GUARDIAN COMPLETE THE FORM ON THEIR BEHALF (See page 3).

In exchange for participating in the activities including, but not limited to, hiking, camping, and tour guide services (collectively referred to as "Activities"), organized by Arrowhead Campground, LLC, d.b.a. Mystical Antelope Canyon Tours and Arrowhead Campground (collectively referred to hereinafter as "the Company"), I hereby acknowledge and agree to the following:

1. I understand that the Activities involve many risks, dangers, and hazards such as, but not limited to, changing weather conditions, unstable ground, steep cliffs, ledges, loose rocks, drop offs, natural overhangs, narrow passageways, wildlife encounters, vehicle accidents, separation from the tour group, and negligence of other persons. While the Company makes efforts to protect and safeguard guests/participants from the aforementioned dangers, they are often times unforeseeable, unpredictable, unmarked, and/or exist throughout the camping and tour areas.
2. I understand that participation in the Activities involve inherent risks including, but not limited to: physical or psychological injury, pain, and suffering; illness, disfigurement, temporary or permanent paralysis and/or death. By participating in the Activities, I do so voluntarily and assume all related risks.
3. I certify that I am physically fit, have sufficiently prepared or trained for the Activities that I choose to engage in, and have not been advised to not participate in those Activities by a qualified medical professional. I further certify that there are no health-related reasons that would prohibit my participation.
4. I agree to follow the Company's rules, instructions, and recommendations at all times and understand that my failure to do so may result in injury or loss of life to myself or others, as well as suspension of my privilege to participate in Activities.
5. I understand that the Company hosts and operates Activities on Navajo Nation lands pursuant to a business site lease and tour service permit. Accordingly, the Company's operations and Activities may be subject to the jurisdiction and regulatory authority of the Navajo Nation, local chapters, and the Navajo Nation Parks and Recreation Department. Thus, I agree to abide by all rules and regulations of the Navajo Nation (specifically, but not limited to, Titles 17 and 19 of the Navajo Nation Code) as well as those of the Navajo Nation Parks and Recreation Department.
6. I understand that any destruction, removal, desecration, theft, modification, defacement, and/or disturbance of Navajo Nation lands, sacred sites, or property is a crime under Navajo and federal law. Therefore, any person(s) who engages in any of the aforementioned actions may be subject to civil penalties and criminal prosecution under Navajo law and/or federal law, as well as banishment from the Navajo Nation by a court of law (Title 19 N.N.C., Appendix C (Laws and Regulations Applicable to Camping Activities)).
7. I understand that the Company operates on Navajo Nation lands and employs Navajo people. Thus, any behavior, language, or actions, criminal or otherwise, which disrespect Navajo culture, customs, traditions, or language will result in the revocation of the guest/participant's privilege to participate in Activities and ejection from the Company's property. In extreme cases, authorities will be notified.

In further consideration of the Company allowing me to participate in the Activities, on behalf of myself, my heirs, next of kin, executors, successors, administrators, assigns and whoever else may have an interest either at common law or by statute, I hereby agree as follows:

1. I waive, release, and discharge from any and all liability, including but not limited to, liability from the negligence or fault of the Company for my death, disability, injury, property damage, property theft, or actions of any kind which

may occur during my stay and participation in the Activities, the Company and any all associated or affiliated companies as they now exist or may hereafter be established, as well as their officers, directors, employees, subcontractors, volunteers, representatives, owners, agents, sponsors, successors, and assigns.

2. I hereby waive any and all claims I or such parties have or may have in the future against the Company and agree not to sue the Company for, but not limited to, the following: my death, disability, injury, property damage, property theft, or actions of any kind which may occur during my stay and participation in the Activities.
3. I hereby hold harmless and agree to indemnify the Company and/or the Navajo Nation from any and all liability for the damage to the property or personal injury to any third party, resulting from my participation in the Activities or travel beyond designated areas.
4. This Release of Liability form (hereinafter, "Agreement") shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns, representatives, and successors in the event of my death or incapacity. Moreover, in the event that I am the legal parent or guardian of the participant who is under the age of eighteen (18) years old, it shall be effective and binding on his or her heirs, next of kin, executors, administrators, assigns, representatives, parents, guardians, or successors.
5. In entering into this Agreement, I am not relying on any oral or written representations or statements made by the Company, its employees, agents, and/or owners, nor the oral or written representations or statements that may be made, conveyed, or communicated through brochures, websites, social media, audio and video recordings, and advertisements.
6. I understand that while participating in Activities, I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the Company, its producers, sponsors, organizers, and assigns, unless I indicate otherwise.
7. The provisions of this Agreement are severable. If any provision is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision.
8. This Agreement shall be construed broadly to provide a release and wavier to the maximum extent permissible under applicable laws.
9. This Agreement and any rights, duties, and obligations between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the United States, Arizona law, Navajo law, and no other jurisdiction.

I AM AWARE THAT THIS DOCUMENT IS A RELEASE OF LIABILITY CONTRACT AND BY SIGNING, I, MY FAMILY, AND MY REPRESENTATIVES ARE AGREEING TO WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. I THEREFORE CERTIFY THAT I AM AT LEAST EIGHTEEN (18) YEARS OLD AND THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT PRIOR TO SIGNING.

Guest/Participant's Name	Date of Birth	Phone Number
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Address

Guest/Participant's Signature	Date
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Photographic usage request: often times we take photos during activities for advertising and legitimate business purposes. If you do not want your likeness to be used, please initial here: _____

