

ACKNOWLEDGMENT OF RISK AND HOLD HARMLESS AGREEMENT

I hereby acknowledge that I have voluntarily chosen to use the facilities, including surrounding roads, trails, rivers, and lakes, and participate in the activities of Arizona State Parks, including, but not limited to, trail construction and maintenance, mountain bike classes and rides, canoeing classes and rides, and rock climbing classes and activities (hereinafter called " the program").

I understand the risks involved in the program. I recognize that the program and its activities involves risk of injury and I agree to accept any and all risks associated with it, including but not limited to property damage or loss, minor bodily injury, severe bodily injury, and death. Furthermore, I recognize that participation in the program involves activities and risks incidental thereto, including but not limited to, travel to and from competitions, practices, classes, limited availability of medical assistance and the possible reckless conduct of other participants. I am voluntarily participating in the program with the knowledge of the risks involved and hereby agree to accept any and all inherent risks of property damage, bodily injury, or death.

In consideration of my participation in the program and to the fullest extent permitted by law, I agree to indemnify, defend and hold harmless of the State of Arizona (which includes Arizona State Parks), its officers, directors, employees, agents, volunteers and assigns from and against all claims arising out of or resulting from my participation in the program. "Claim" as used in this agreement means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. In addition, I hereby voluntarily hold harmless the State of Arizona (which includes Arizona State Parks), its officers, directors, employees, agents, volunteers and assigns from any and all claims, both present and future, that may be made by me, my family, estate, heirs or assigns.

I hereby expressly agree to indemnify, defend, and hold harmless of the State of Arizona (which includes Arizona State Parks), its officers, directors, employees, agents, volunteers and assigns for any claim arising out of or incident to my participation in the program, unless claim is caused by the sole negligence or willful misconduct of Arizona State Parks.

I also understand that the State of Arizona and Arizona State Parks do not provide any medical or dental insurance or life insurance to cover bodily injury, illness or death, nor insurance for personal property damage or loss, nor insurance for liability arising out of my negligent acts or omissions; and I acknowledge that I am completely responsible for my own insurance to cover these expenses.

I further understand that this acknowledgment of risk and hold harmless is intended to be as broad and inclusive as permitted by the laws of the State of Arizona and that if any portion hereof is held invalid, I agree that the balance shall, notwithstanding, continue in full legal force and effect.

I agree that this acknowledgment of risk and hold harmless is effective for as long as I participate in the program.

PRINT NAME _____

SIGNATURE _____

ADDRESS _____

DATE _____

IF THE PARTICIPANT IS UNDER THE AGE OF 18, AN ACKNOWLEDGMENT OF RISK AND HOLD HARMLESS AGREEMENT MUST BE SIGNED BY A PARENT OR **GUARDIAN**.

GUARDIAN SIGNATURE _____