



PARTICIPANT DUTIES, ACKNOWLEDGEMENT OF RISK, AND ACCEPTANCE OF RESPONSIBILITY

In consideration of the services of All-Star Grand Canyon Tours, Inc.®, their officers, agents, employees, stockholders, and all other persons or entities associated with those businesses (hereafter collectively referred to as "AST's") I agree as follows:

Participant Duties, Acknowledgement of Risk, and Acceptance of Responsibility

Tour participants have certain responsibilities to the tour leader. Participants are responsible for understanding fully the conditions of the particular tour they have decided to join. This is especially true for hiking and overnight backpacking adventures. The tour leader has full authority to ask a participant to leave or not participate on departure day if further participation may be detrimental to the individual or the group. Please discuss honestly and clearly with our office staff and guides your limitations and/or concerns.

DUTY OF PARTICIPANTS: Some recreational activities conducted by AST's are hazardous to participants regardless of all feasible safety measures we are able to take. All participants shall have a duty to act as a reasonably prudent person when engaging in the recreational activities which are offered by AST's. By purchasing a tour, participants must agree to and accept the following statements:

- (a) Participants shall not interfere with the running or operation of AST's when such activities conform to the rules and regulations of the State of Arizona;
- (b) Participants shall not use any of AST's equipment or facilities or services if they do not have the ability to use such facilities, equipment, or services safely without instructions until they have requested and received sufficient instruction to permit safe usage;
- (c) Participants shall not engage in any harmful conduct, and shall not willfully or negligently engage in any type of conduct which contributes to or causes injury to any person.
- (d) Participants shall not embark on any self-initiated activity without first informing AST's and receiving permission from AST's to engage in such self-initiated activity.

ACKNOWLEDGEMENT AND ACCEPTANCE OF RISK: I acknowledge that engaging in this activity may require a degree of skill and knowledge different from other activities and that I have responsibilities as a participant. I acknowledge that the staff of AST's has been available to more fully explain to me the nature and physical demands of this activity and the inherent risks, hazards, and dangers associated with this activity.

I understand and acknowledge that the activity which I am about to voluntarily engage in as a participant and/or volunteer bears certain known risks and unanticipated risks which could result in injury, death, illness or disease, physical or mental, or damage to myself, to my property, or to spectators or other third parties. I, being aware that this activity entails risks or injuries to myself and a risk or injury to spectators or third parties as a result of my actions, expressly agree, covenant and promise to accept and assume all responsibility and risk for injury, death, illness, or disease, or damage to myself or to my property arising from participation in this activity.

I also agree to pay for any damages caused to others (including attorneys' fees and costs) if they are injured or otherwise damaged due to any negligent actions on my part. My participation in this activity is purely voluntary; no one is forcing me to participate, and I elect to participate in spite of the known and unknown risks.

I certify that I am fully capable of participating in this activity.

ENTIRE AGREEMENT: I understand that this is the entire Agreement between myself and AST's, its agents or employees, and that it cannot be modified or changed in any way by the representations or statements of any employee of AST's or by me.

Participant's Name

Participant's Signature

Date

Parent or Guardian Name (if participant is under 18)

Participant's Signature (if participant is under 18)

Date