

# Release Agreement

*This Document Affects Your Legal Rights, Read It Carefully*

The undersigned, wishing to participate in the Sleigh Ride and/or Buggy Ride activities (herein referred to as the "Activity") and knowing that there are certain risks and dangers related to this Activity, hereby agrees that:

- (1) I am aware of all the risks and dangers associated with participation in and any transportation to and from the Activity, including, without limitation, the risk of serious allergic reactions, bodily injury or death. I represent and warrant that I am not allergic to horses or cats (people with cat allergies are often allergic to horses), and that I have hereby been advised not participate in this activity if I have such allergies.
- (2) I agree that Ruby's Inn, Inc. ("Ruby's Inn") together with any and all sponsors, providers, volunteers, employees, agents and contractors, including, without limitation, those associated with the Bryce Canyon Winter Festival (collectively "Releasees"), shall not be legally or financially responsible for any loss, injury or damage resulting from any cause, including negligence of any party.
- (3) In consideration of being allowed to participate in the Activity I personally assume all risks in connection with the Activity. To the fullest extent allowed by law I agree to RELEASE, HOLD HARMLESS, INDEMNIFY and DEFEND Releasees from any liability for death, injury or other loss or damage which may occur during or as a result of the Activity or during transportation to and from the Activity, whether foreseen or unforeseen, however caused and whether or not caused by negligence.
- (4) I understand that while participating in the Activity, I may be photographed by Ruby's Inn or others and I agree to allow my photo, video or film likeness, or reproductions thereof made through any media, including electronic media, to be copyrighted and used for any legitimate purpose by Ruby's Inn, sponsors and participants associated with the Bryce Canyon Winter Festival, or the assigns of the forgoing. I hereby waive any rights of publicity or privacy that I may have in my name or likeness.
- (5) The terms of this agreement shall serve as a release and assumption of risk binding on my heirs, executor, administrator and all members of my family, including any minors accompanying me. I understand this is a binding contract that supersedes any other agreements or representations, and is intended to provide a comprehensive release of liability but is not intended to assert any defenses which are prohibited by law. The specific rights of the parties may vary from state to state. If any part of this Release is deemed unenforceable, all other parts shall be given full force and effect.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND THIS AGREEMENT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. I SIGN THIS RELEASE AGREEMENT OF MY OWN FREE WILL. I AM LEGALLY COMPETENT TO SIGN THIS RELEASE

If I am signing on behalf of a minor, in addition to the above, I also agree to RELEASE, HOLD HARMLESS, INDEMNIFY and DEFEND Releasees with respect to any and all claims and causes of action the minor, and I agree to be completely responsible and liable for any and all medical expenses incurred by or on behalf the minor. The statutes of limitations to enforce the forgoing with respect to the minor's claims and expenses shall be tolled to coincide with the statutes of limitation governing the minor's claims.

Print Name Below:

Signature:

Age:\*

Date:

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

\*If participant is under age 18 the signature must be by a parent or legal guardian. (Rev 11-18-2009)