

COVEREDGROUND TOURS
a division of CG Tours, Inc., a Wyoming corporation
www.coveredgroundtours.com

PARTICIPANT/CUSTOMER
ACKNOWLEDGMENT OF RISK & RELEASE OF LIABILITY

- * PLEASE READ CAREFULLY BEFORE SIGNING
* CG TOURS, INC. CANNOT & DOES NOT GUARANTEE YOUR SAFETY

GENERAL ACKNOWLEDGMENT OF RISK

I, a voluntary Participant on behalf of myself and minor children under my care, custody and control, hereby state that I am aware of and appreciate the risks, hazards and dangers and inherent risks in road-based vehicle tours which may include wildlife encounters, mountainous areas, thermal features, adverse weather and road conditions and all other related dangers, activities, conditions and recreational endeavors affiliated with CG TOURS, Inc. and its affiliated services through CoveredGround Tours. I freely and voluntarily choose to engage and participate in such activities.

For and in consideration of being allowed to participate in said activities and all other applicable consideration, I hereby personally and knowingly assume all direct and indirect risks involved for myself and the minor children in my care, custody and control, and **I FULLY AND FOREVER KNOWINGLY RELEASE AND DISCHARGE CG TOURS, Inc.**, its officers, directors, employees, contractors, agents, representatives and shareholders from any liability, bodily injury, death, or other damage to person or property which may occur while I am participating in said activities, including all risks connected therewith, whether foreseen or unforeseen, known or unknown.

I further acknowledge that the **Wyoming Recreation Safety Act** applies to many of the recreational opportunities involved with the provider's mountain and backcountry wildlife tours. Accordingly, under Wyoming Statute § 1-1-123, participants are subject to the following: Assumption of risk. (a) Any person who takes part in any recreational opportunity assumes the inherent risks in that recreational opportunity, whether those risks are known or unknown, and is legally responsible for any and all damage, injury or death to himself or other persons or property that results from the inherent risks in that recreational opportunity.

This release is intended to include and bind myself and my minor children and my heirs, executors, and personal representatives. I do hereby expressly agree to indemnify and hold harmless CG TOURS, Inc., and I assume all liability for any and all claims, demands, liability or causes of action of any kind or nature, including ordinary negligence, arising out of or otherwise pertaining to the above-referenced activities/services provided by CG TOURS, Inc. I hereby waive all claims for damage or loss to my person or property, and I covenant not to sue or institute any legal action against CG TOURS, Inc. By my signature below, I assert that I have read and understand all of the foregoing terms, waivers, releases, conditions, and policies, including Yellowstone National Park's Acknowledgement of Risks, and I hereby voluntarily agree to the same.

Nothing in this Acknowledgement and Assumption of Risks and Release and Indemnity Agreement shall be interpreted as the participant and parent releasing CG Tours, Inc. from liability for injuries, damage, death, or other loss to participant or others that may occur within the jurisdiction of the National Park Service and is caused by CG Tours, Inc. negligence, gross negligence, recklessness, or intentional conduct, including but not limited to any negligence with respect to CG Tours, Inc. judgments and decisions, or CG Tours, Inc. failure to take reasonable precautions to ensure it provides defect-free equipment.

YELLOWSTONE NATIONAL PARK: **VISITORS' ACKNOWLEDGEMENT OF RISKS**

In consideration of the services of **CG Tours, Inc., a Wyoming corporation DBA CoveredGround Tours**, and its officers, directors, agents, contractors, employees, and shareholders, and all other persons or entities associated with those businesses (hereafter collectively referred to as "CG TOURS"), I agree as follows:

Although CG TOURS has taken reasonable steps to provide me with appropriate equipment and skilled guides so I can enjoy an activity for which I may not be skilled, CG TOURS has informed me this activity is not without risk. Certain risks are inherent in each activity and cannot be eliminated without destroying the unique character of the activity. These inherent risks are some of the same elements that contribute to the unique character of this activity and can be the cause of loss or damage to my equipment, or accidental injury, illness, or in extreme cases, permanent trauma or death. CG TOURS does not want to frighten me or reduce my enthusiasm for this activity, but believes it is important for me to know in advance what to expect and to be informed of the inherent risks. The following describes some, but not all, of those risks. [vehicular collision, wildlife collision, pedestrian collision, wildlife encounters, thermal related hazards and activities, high altitude health impacts, unsafe road conditions, adverse weather events, and other risks and hazards].

I am aware that road-based vehicle tours entail risks of injury or death to any participant. I understand the description of these inherent risks is not complete and that other unknown or unanticipated inherent risks may result in injury or death. I agree to assume and accept full responsibility for the inherent risks identified herein and those inherent risks not specifically identified. My participation in this activity is purely voluntary; no one is forcing me to participate, and I elect to participate in spite of and with full knowledge of the inherent risks.

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 CG TOURS 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 certify that I am fully capable of participating in this activity. Therefore, I assume and accept full responsibility for myself, including all minor children in my care, custody, and control, for bodily injury, death, or loss of personal property and expenses as a result of those inherent risks and dangers identified herein and those inherent risks and dangers not specifically identified, and as a result of my negligence in participating in this activity.

I have carefully read, clearly understood, and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon me, my heirs, assigns, personal representative, and estate and for all members of my family, including minor children.

Participant: _____ (print name)

Signature Date

Signature of Parent of Guardian, if participant is under 18 years of age:

Signature Date