

STATEMENT OF RISK

TRAPAX, INC., UTAH CORPORATION, DOING BUSINESS AS CANYONLANDS BY NIGHT AND DAY, OR CBN.

Canyonlands By Night and Day (hereinafter collectively referred to as C.B.N.), plans and operates its outdoor activities to provide safe, enjoyable experiences for its guests. However, conditions that make your Canyonlands trip a unique and exciting experience, will also subject you to certain risk. C.B.N does not want you to be apprehensive about this activity, but does want you to understand the risks involved.

RISK OF INJURY TO YOU: certain risks cannot be eliminated without destroying the unique character of this activity. While C.B.N provides you with appropriate equipment and skilled guides so you can enjoy an activity for which you may not be skilled, we wish to remind you this activity is not without risk. We cannot assume nor will we assume any liability for injury or loss due to circumstances beyond our control including, weather, water currents, temperatures, heat, cold, sand bars, rocks, trees, vegetation of any sort, insect bites, bee stings, or any other injury sustained by any individual or a member of any party. The same elements that contribute to the unique character of this activity can cause loss or damage to your equipment, an accidental injury, illness, or unanticipated risks may result in injury or death. In all of our activities you will be exposed to and/or all of the following: sunburn, blowing sand, wind, rain, slips and falls, insect and animal bites, toxic plants, and will also be in close contact with other passengers whom you may or may not find pleasant company. As a result of any of the foregoing conditions, you could suffer personal injuries ranging from minor annoyances (cuts and bruises) to more serious injuries and even, in rare situations, death.

RISK LOSS OF YOUR PROPERTY: C.B.N. will provide river bags for storage of personal property. You will pack the containers; therefore C.B.N. cannot guarantee that these containers will be water or dust tight in all circumstances. It may also be packed in a boat or vehicle with other equipment. When the boat or vehicle is moving, shifts in equipment can cause damage to the property inside the containers. Naturally, if property falls into the water or off a ledge it may be lost, damaged or destroyed. Glasses, contact lenses and hearing aids are particularly susceptible to damage or loss. C.B.N assumes no liability for loss of or damage to your personal property.

MEDICAL CARE/CONDITION: Even normal activities during outdoor activities involve increased physical exertion, such as entering, moving upon, leaving boats or vehicles, hiking, holding onto boats or vehicles and reacting as the boat or vehicle moves through rapids or terrain. Even with the most careful planning and precautions, situations such as described above may arise where you will have to expend substantial physical exertion. For this reason, each passenger on a river trip cannot have a physical or medical condition that would prevent him or her from taking care of themselves in such situations. Further, passengers may be called upon to assist company personnel in preventing injury to other passengers or loss of equipment. For these reasons, in agreeing allows you to participate in this outdoor activity, C.B.N is specifically relying on your representation that you do not have any physical, mental or medical condition which would limit your ability to care for yourself or react on emergency situations. Despite the most careful precautions, injuries do happen and, since you will be in remote areas, emergency medical care may not be available for some time. In those cases, your injury and /or discomfort could be increased. If you are injured, company personnel may be required to arrange for your medical evacuation and care. How you are treated by emergency medical care will rely on the medical information furnished by you below.

OBEYING LAWS AND INSTRUCTIONS OF COMPANY PERSONNEL C.B.N personnel responsibly exercise care to protect you, your fellow passengers and your property from risk of harm while providing you a rewarding outdoor experience. It is absolutely necessary that all activity participants must cooperate with C.B.N personnel and follow their instructions and directions. Failure to do so will greatly increase your risk of injury, possible loss of property and risk of injury for your fellow passengers. C.B.N operates under the authority of federal and state governments; therefore, you and C.B.N. must comply with all federal and state laws and regulations. Some of these laws and regulations are absolute and our personal cannot allow you to ignore them, for example: wearing seat belts at all times in vehicles and wearing a life jacket at all times when in the river or on the boat in certain designated areas. Further, situations may arise whereas company personnel determine an activity must be cancelled or the re-scheduled for safety or other reasons. Obviously, you must agree to conduct yourself in such a manner as will not subject yourself, the other passengers or personnel to any risks. C.B.N is expressly relying on your agreement to obey such laws and regulations, regulate your own conduct, and follow the instructions of the guide/boatmen as a condition of allowing you to participate in this activity.

CONTROL OF CHILDREN: If minor children are accompanying you on this outdoor activity, you must agree to accept responsibility for their conduct. If you are allowing your minor children to participate in this activity without you, C.B.N is relying upon your representation that your child or children do not have any physical, mental or emotional problems that would make them uncontrollable or subject themselves or other participants to risk of injury.

PASSENGER ASSUMPTION OF RISK AND RELEASE OF LIABILITY AGREEMENT

In consideration of the services of Canyonlands by night and day, their officers, agents, employees, and stockholders, and all other personnel or entities associated with those businesses (hereinafter collectively referred to as C.B.N.). I agree as follows:

ASSUMPTION OF RISK: I have read and understand the statement of risk on the reverse side of this agreement. Any questions or uncertainties I may have about these risks have been satisfactorily and explained to me by company personnel. Being fully aware of these risks, I nevertheless wish to participate in the above-described activity and in doing so hereby assume the risk that I might be injured, killed or that my property may be lost damaged. I understand that the route or activity chosen may not be the safest but rather has been chosen for its interest and challenge.

Reservation Name: _____ Date: _____ Departure Time: _____

RELEASE FROM LIABILITY: On behalf of myself, my heirs or personal representatives, I hereby waive, release, and forever discharge C.B.N., its owners, officers, agents, managers, employees, insurers or representatives from any and all claims for damages for death, personal injury, or property damage which I may have or which hereafter accrue to me or to my survivors, heirs or representatives as a result of my participation in this outdoor activity. This release is intended to discharge, in advance, C.B.N., from any liability arising out of or connected in any way with my participation in said outdoor activity, even though that liability may arise out of negligence or carelessness on the part of C.B.N., or out of liability without fault. I further agree to indemnify, defend and hold C.B.N. harmless from any damages or injury I may suffer which damage or injury arises from my actions or omissions or the actions or omissions of third parties.

STATEMENT REGARDING PHYSICAL CONDITION/MEDICAL AUTHORIZATION: I do not have a physical or medical condition, which would in any way limit me from acting in an emergency situation to protect myself and assist other participants and company personnel. In the event I am injured while on this outdoor activity/trip, I hereby authorize C.B.N. to administer first aid or emergency medical care and/or to arrange for my rescue, medical evacuation and care, I agree to indemnify, defend and hold C.B.N. harmless for any damages or injuries I may suffer or any costs that may be incurred by reason of such first aid, emergency medical care, medical evacuation or rescue. In the event that my condition prevents me from furnishing instructions to medical personnel regarding my care and treatment, or prevents C.B.N. from contacting my family or other persons who could give directions regarding my care and treatment, I hereby authorize C.B.N. personnel to furnish such instructions to medical personnel furnishing me care and hereby release, discharge and forever waive any claim I may have against C.B.N. by reason of such medical care instructions given by C.B.N. to medical care providers.

AGREEMENT TO COMPLY WITH RULES AND FOLLOW DIRECTIONS: At all times while participating in this activity, I agree to conduct myself in such a manner as to not subject my fellow passengers, company personnel, or their property to risk of injury or loss. I specifically agree at all times to follow the directions and instructions given me by company personnel.

ADULT FAMILY MEMBER

ADDITIONAL FAMILY MEMBERS (Parents must sign for minors):

1. Signature: _____

2. Signature: _____

1. Printed Name: _____

2. Printed Name: _____

Street Address: _____

3. Signature: _____

City, State, Zip: _____

3. Printed Name: _____

List any allergies or other medical conditions that may affect medical treatment for you or any member of your family:

4. Signature: _____

4. Printed Name: _____

5. Signature: _____

5. Printed Name: _____

Print name and phone number of your emergency contact person _____

Please Note: Gratuities for guides are appreciated and accepted at the end of your tour.