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# TIMPANOGOS GROTTTO

A UTAH CHAPTER OF THE NATIONAL SPELEOLOGICAL SOCIETY

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## WAIVER AND RELEASE OF LIABILITY

### Timpanogos Grotto of the Speleological Society, Inc

1. Activities: I, the below-named Participant (the “*Participant*”), for myself and on behalf of my heirs and personal representatives, in consideration for my membership in TIMPANOGOS GROTTTO OF THE SPELEOLOGICAL SOCIETY, INC (“*Timpanogos Grotto*”) and participation in the programs, trips, cave exploration, membership meetings, including trainings, and other events of Timpanogos Grotto (collectively, the “*Activities*”), hereby agree that cave exploration and participation in the Activities is inherently dangerous and can cause serious injury (including disability or death) and property damage and I hereby **RELEASE** and agree to **INDEMNIFY, HOLD HARMLESS**, and if requested by Timpanogos Grotto, **DEFEND** Timpanogos Grotto, each and every other person and/or entity that owns, operates or otherwise makes available any of the properties where any of the Activities take place, all of the respective members, shareholders, owners, directors, officers, board members, employees, agents and affiliates of each of the foregoing persons and/or entities, including any and all coaches, officials, sponsors, organizers, advertisers, volunteers, trip leaders, trip members, key holders, and equipment suppliers associated with the Activities (collectively, the “*Releasees*”), from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys’ fees) arising out of or resulting from, directly or indirectly, my participation in any of the Activities, including, without limitation, those arising out of or resulting from personal injury (including disability or death) and property damage (collectively, “*Claims and Liabilities*”), regardless of cause, **INCLUDING ANY AND ALL CLAIMS AND LIABILITIES THAT ARISE OUT OF OR RESULT FROM ANY ACTIONS OR OMISSIONS, INCLUDING NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE**, on the part of any of the Releasees or caused by the negligence or fault of other participants in the Activities or third parties.

2. Equipment Liability and Replacement: I hereby agree that if I borrow any equipment from Timpanogos Grotto, I accept liability for any damages or injury that may occur while using any such equipment, regardless of its condition. I accept full responsibility for the care of the equipment while it is provided to me. Any such borrowed equipment is provided to me on an “AS IS” basis, without warranty of any kind, express or implied, including warranties of merchantability and fitness for a particular purpose. If I damage, lose, or misplace any such borrowed equipment, I will reimburse Timpanogos Grotto the cost to replace such lost or damaged item (regardless of the age or condition) and any and all costs incurred in Timpanogos Grotto’s the recovery of such reimbursement. If I do not return the borrowed items within 24 hours of the applicable return date, I authorize Timpanogos Grotto to replace such item and I will reimburse Timpanogos Grotto the cost of the new item.

3. Miscellaneous: I understand and voluntarily agree to the terms of this Waiver and Release of Liability (“*Agreement*”) and agree that each and every person and entity constituting one of the Releasees is expressly intended to be and is hereby made a beneficiary of this

4. Agreement. I hereby promise not to sue or otherwise assert a claim against any Releasee arising from or relating to my participation in the Activities or use of equipment. Further, should I or any of my heirs or personal representatives assert a claim in contravention of this Agreement, it must be brought in the courts of the State of Utah, and I or my heirs shall be fully liable for all expenses, including attorneys' fees, incurred by each Releasee in defending such waived claims. The foregoing provisions do not operate to and are not to be construed as an attempt to exclude or modify any rights or remedies that cannot be modified or excluded under applicable law. This Agreement shall be governed by the laws of the State of Utah without regard to its conflicts of law principles.

**FULL RELEASE:**

**I, FOR MYSELF AND ON BEHALF OF MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN, HEREBY RELEASE AND HOLD HARMLESS, TIMPANOGOS GROTTTO, THE TRIP LEADER, TRIP MEMBERS, AND OTHER PERSONS AND ORGANIZATIONS RELATED TO THE APPLICABLE ACTIVITY OR USE OF EQUIPMENT, WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.**

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTIONS OF RISK AGREEMENT, AND FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

**Signature Page to Follow**

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**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**\*FOR MINOR PARTICIPANTS\***

**I, \_\_\_\_\_, as parent or guardian of the above-named Participant, accept all of the above waivers, agreements, and stipulations on behalf of myself and the below-named minor;**

**Name of Minor** \_\_\_\_\_

**Signature of Parent or Guardian:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Emergency Contact Number:** \_\_\_\_\_ **Name:** \_\_\_\_\_