

**SUNRISE PARK RESORT**  
**Waiver of Liability, Assumption of Risk, & Indemnification Agreement**

Participant's Name: \_\_\_\_\_ Age: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_ Email: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Emergency Contact Phone #: \_\_\_\_\_

**Sunrise Park Resort**, (hereafter "Sunrise"), provides sports and recreational activities (hereinafter "Activities") opportunities that includes, but not limited to Zip Line Tour, scenic lift rides, slides, tubing, rock wall climbing, air bag jump, bungee trampoline jump, kid's bounce house, archery, disc golf, hiking, biking, boating, and all other recreational activities provided by Sunrise. In consideration of permission for myself and/or a Minor Participant to use the Sunrise property, facilities, and services, I agree to the following:

**Assumption of Risk:** I understand and accept that participation in Sunrise recreational activities, observing and/or being on the Sunrise premises, involves risk of serious injury, including personal injury, permanent disability, paralysis, death and property damage (the "risks") resulting from, but not limited to, failure and/or malfunction of my equipment or other's equipment, risks associated to exposure to elements, loss of control, slipping, tripping, stress or anxiety due to fear of heights, collisions, pinches, twists or jolts, or falling and/or colliding with the ground, others, rocks, trees, objects, or structures. I understand that these injuries and damages may result not only from my actions or negligence, but from the actions, negligence or other fault of others, including Sunrise. As a condition of being allowed to use the Sunrise Park Resort property, services, facilities, and despite the risks involved, **I AGREE TO EXPRESSLY ASSUME ALL RISKS OF INJURY OR DEATH THAT MIGHT BE ASSOCIATED WITH ACTIVITIES, INCLUDING THE USE OF THE FACILITIES OF SUNRISE**, including but not limited to, buildings, structures, equipment, vehicles, parking lots, roads, trails, and surrounding premises. I understand that I must comply with all rules associated with my participation. Further, I state that I am in good physical health and that experience level and capabilities will allow me to participate in Activities provided by Sunrise.

**Waiver of Liability:** I HEREBY WAIVE, RELEASE, DISCHARGE AND GIVE UP MY RIGHT TO SUE Sunrise Park Resort and/or their agents, employees, and insurers from any and all liability claims, demands, losses, or damages, including personal injury and death to myself arising from my participation in recreational Activities, and use of facilities, regardless of cause including any negligent acts or omissions or other fault of Sunrise and their agents, employees, and insurers. Nothing in this Agreement shall be construed as a waiver of sovereign immunity of the White Mountain Apache Tribe and its entity, the Sunrise Park Resort.

**Indemnification:** I further agree, that if despite this release and waiver of liability, assumption of risk, and indemnity agreement, I, or anyone on my behalf, makes a claim against Sunrise, **I WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS SUNRISE FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS, LIABILITY, DAMAGE, OR COST WHICH ANY MAY INCUR AS THE RESULT OF SUCH CLAIM.**

**Media Waiver:** I give permission for Sunrise to take and use photographs, video recordings, and/or my likeness for the purpose of publicity, public relations, editorial, or other advertising purposes without restriction as to frequency or duration.

**Minor Participant:** If I am signing this Waiver of Liability, Assumption of Risk, and Indemnity Agreement on behalf of a Minor Participant (less than 18 years of age):

- a. I represent and warrant that I am the Minor Participant's Parent and/or Legal Guardian, or Responsible Adult that has assumed responsibility for the Minor Participant.
- b. I agree to indemnify Sunrise for any and all claims brought by the Minor Participant or any person acting on the Minor Participant's behalf; and
- c. I agree to indemnify Sunrise for any and all claims brought by a third party arising in connection with Minor Participant's participation in recreational activities, or use of Sunrise facilities.
- d. I agree that my signature binds the Minor Participant to all provisions of this Waiver of Liability, Assumption of Risk, and Indemnity Agreement.

**Signature:** In executing this Agreement, **I DECLARE THAT I HAVE READ THIS AGREEMENT, AM SIGNING IT FREELY AND OF MY OWN ACCORD FOR MYSELF AND/OR ON BEHALF OF A MINOR PARTICIPANT**, fully understand its terms, understand that I am giving up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law. I understand that Sunrise shall have the right to revoke any privileges associated with my participation in the Activities. I intend that this release shall be binding upon me, my spouse, and family (if any), my heirs, my conservators, guardians, personal representatives and assigns. This Agreement shall be governed by the laws of the White Mountain Apache Tribe. Further, any disputes shall be subject to and determined under the laws of the White Mountain Apache Tribe.

Signature of Participant: \_\_\_\_\_ Date: \_\_\_\_\_

**PARENT/LEGAL GUARDIAN/RESPONSIBLE ADULT:** I verify that I am the parent/guardian/Responsible Adult of the Minor Participant. I have authority to enter this agreement on behalf of the Minor Participant. I agree to be bound by its terms.

Parent/Legal Guardian/Responsible Adult (Print) \_\_\_\_\_ Relationship \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_