

**PROMONTORY**  
**WAIVER AND RELEASE OF LIABILITY AND AGREEMENT TO PARTICIPATE**

This Agreement must be completed in order to participate in any activities associated with the CLUB. The term of this Agreement shall commence on the Effective Date (defined below) and shall continue into perpetuity. Every Participant and/or Minor Participant shall have a waiver on file prior to participation in any activities associated with the CLUB.

Effective Date: \_\_\_\_\_

In consideration of the services of Promontory Investments, L.L.C. (f/k/a Utah 7000, L.L.C. f/k/a Pivotal Promontory, L.L.C.), Promontory Development, L.L.C. (f/k/a Utah 7000 Development, L.L.C. f/k/a Pivotal Promontory Development, L.L.C.), Promontory Investments, L.L.C. d/b/a THE PROMONTORY CLUB, Promontory Investments, L.L.C. d/b/a PROMONTORY, and Promontory Investments, L.L.C. d/b/a PROMONTORY-THE RANCH CLUB (entities hereinafter and jointly, the "Club"), their joint venturers, affiliated entities, and employees, including any personal trainers, officers, directors, and contractors, consultants, sales agents in the employ of the Club (hereinafter all entities and persons collectively referred to as "**Promontory Agents**"); I, the undersigned, being either the Participant or the Parent and/or Legal Guardian of the Minor Participant, agree to RELEASE, WAIVE, DISCHARGE, INDEMNIFY, DEFEND, AND HOLD HARMLESS Promontory Agents on behalf of myself, my spouse, my children, my parents, my heirs, my assigns, my personal representative, and my estate as follows (All first person references in this Agreement shall include the adult, the Parent/Guardian executing this Agreement and the Minor Participant, where applicable):

I acknowledge and understand that my voluntary participation in physical outdoor and indoor activities in or around any Promontory facility and/or directed by Promontory Agents, hereinafter "Activity," whether located anywhere on the Promontory premises or elsewhere, while involved in Activities sponsored by Promontory Agents, entails known and unanticipated risks (detailed in the next paragraph) that could, either directly, indirectly or in the future result in personal injury, bodily injury, emotional injury, death and/or paralysis, and/or property damage to myself and/or to third parties. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the Activity. I also acknowledge and understand that an Activity may include any and all automobile transportation as provided by Promontory Agents in a Promontory Club vehicle, to and from locations both within and outside of Promontory.

Regardless of whether Promontory and the Promontory Agents have taken reasonable steps to provide appropriate equipment and skilled mentors, personal trainers, and staff, I acknowledge that such Activity is not without inherent risk and could involve uncomfortable and harmful exposure to natural elements, forces of nature, plant life, animal life, bacteria, viruses and/or insects. Danger/risks peculiar to any such Activity may include, but are not limited to: hypothermia, cold or heat exposure and exhaustion, allergic and other reactions resulting from food and/or other causes, injury occurring in connection with an automobile or boat-related accident, sunburn, windburn, sun/snow blindness, broken bones, strains, sprains, bruises, drowning, concussion, heart attack, heart related injuries, and other Activity-related injuries or conditions. While participating in any and all Activities, I or someone else could slip and/or fall, experience shelters collapsing, be hurt by physical contact with objects and/or persons, by inhaling harmful gases, by malfunction of or improper equipment (including but not limited to automobiles), supplies, and/or food.

I acknowledge that any of the Promontory Agents may be unaware of a Participant or Minor Participant's fitness or abilities. They may misjudge weather or terrain and/or give inadequate warnings or instructions and they make no representations as to the condition or safety of equipment used in any Activity, or of the structures or surroundings within which Activities are held. I also understand that from time to time Promontory Agents will be taking pictures and video taping both within and outside of Promontory for promotional or other purposes.

1. I hereby grant my permission to Promontory Agents to photograph and/or video me, and subsequently publish in print, electronic, or video format that likeness or image for promotional or other Promontory-related purposes.
2. **I EXPRESSLY AGREE AND PROMISE TO ACCEPT AND ASSUME ALL RISKS INHERENT IN THE ACTIVITY, WHETHER THEY ARE ANTICIPATED OR UNANTICIPATED. MY PARTICIPATION IN THIS ACTIVITY IS COMPLETELY VOLUNTARY, AND I CHOOSE TO PARTICIPATE IN SPITE OF THE RISKS. I HEREBY VOLUNTARILY RELEASE, FOREVER WAIVE, DISCHARGE, AND AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS ALL PROMONTORY AGENTS FOR, FROM, AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, JUDGMENTS, CAUSES OF ACTION, COSTS, EXPENSES, FEES (INCLUDING ATTORNEYS' FEES) AND ANY LOSS, DAMAGE OR INJURY, INCLUDING DEATH, SUSTAINED BY ME OR MY MINOR PARTICIPANT OR CAUSED TO OTHERS OR THEIR PROPERTY BY ME OR MY MINOR PARTICIPANT WHICH ARE ARISING FROM OR RELATED TO (I) MY**

**PARTICIPATION IN THE ACTIVITY AND (II) PROMONTORY AGENTS' USE OF MY LIKENESS OR IMAGE IN ANY MEDIA, OR (III) FAILURE OF EQUIPMENT OR FACILITIES USED DURING ANY ACTIVITY; AND FROM, TO THE EXTENT PERMITTED BY LAW, ANY ALLEGED CLAIMS FOR NEGLIGENT ACTS OF OR OMISSIONS OF PROMONTORY AGENTS DURING MY ACTIVITY INVOLVEMENT.**

3. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating in an Activity, or else I agree to bear all costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
4. In the event that I file a lawsuit against the Club or any Promontory Agents, I agree to do so solely in the State of Utah; I further agree that the substantive law of Utah shall apply in that action without regard to the conflict of law rules of Utah. I understand that this document is intended to be as broad and inclusive as permitted by applicable law. I agree that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I acknowledge that if I or anyone else is hurt, or if property is damaged during my participation in any Activity, I may be found by a court of law to have waived my right to bring a lawsuit against the Club or any Promontory Agents on the basis of any claim which I have released pursuant to this Agreement. I have had sufficient opportunity to read this Agreement in its entirety and to ask any questions that I may have. I have read and understood this Agreement, and I agree to be bound by its terms.

**Participant's Name/Minor Participant's Name**

**Participant/Parent/Legal Guardian Signature**

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---