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ASSUMPTION OF RISK, INDEMNIFICATION, RELEASE AND WAIVER OF LIABILITY

This Assumption of Risk, Indemnification, Release and Waiver of Liability (the “*Agreement*”) covers and applies to the use of any and all recreational amenities located within the Veyo Pool and Crawdad Canyon Rock Climbing Park, including without limitation, use of the swimming pool, patios, creek and creek bed, rock climbing routes, trails, campgrounds, and sports facilities together with all of such amenities’ appurtenant and associated equipment, and the areas in, under or around such Amenities (collectively, the “*Veyo Pool Amenities*”). As used in this Agreement, the term “*Use*” includes any entry upon or within, occupancy, participation, or any other use of, any of the Veyo Pool Amenities.

As consideration for the Use of the Veyo Pool Amenities, the undersigned (the “*Participant*”) personally and/or on behalf of the individuals listed below in the case of minors, hereby represents to and agrees with Caldera Canyon, LLC, Opulent Veyo, LLC, and its and their respective parent or sister entities, predecessors, successors, subsidiaries, affiliates, owners, officers, directors, managers, employees, former employees, members, shareholders, administrators, partners, attorneys, and all persons acting for on for or on behalf of any of the foregoing (collectively, “*Veyo Pool*”), as follows:

1. Participant is either over the age of 18 personally and/or is over the age of 18 and is signing on behalf of a minor child or children (each a “*Participating Minor*”) under the age of 18 for whom Participant is parent or legal guardian.
2. PARTICIPANT ACKNOWLEDGES THAT USE OF THE VEYO POOL AMENITIES IS AT PARTICIPANT’S OWN RISK. Participant is aware that risks and dangers are inherent in the Use of the Veyo Pool Amenities and that unanticipated and unexpected dangers and risks may arise during such Use, including but not limited to bodily injury, permanent disability, paralysis and death. Participant has not relied, and will not rely, on any statements or representations from Veyo Pool regarding the condition or safety of the Veyo Pool Amenities or any equipment or facilities provided by Veyo Pool. **Participant understands the nature and requirements of Use of the Veyo Pool Amenities and represents that he/she is, and any Minor Participants are, qualified to participate in such Use by virtue of his/her/their experience and physical capabilities.** Participant acknowledges that it shall be his/her sole responsibility to inform and educate himself/herself and each Minor Participant in advance of the rules and regulations relating to the Veyo Pool Amenities and its Use (the “*Rules*”). If at any time during the Use of the Veyo Pool Amenities, Participant or any Minor Participant encounters any danger or believes he/she is in danger; such individual(s) will terminate his/her/their Use of the Veyo Pool Amenities immediately.
3. Use of the Veyo Pool Amenities is restricted to individuals who have executed this Agreement and Minor Participants for whom the Agreement has been executed. Participants and Minor Participants may not allow, encourage, or invite any person who has not executed this Agreement to participate in Use of the Veyo Pool Amenities. If Participant knows or suspects that any person is using the Veyo Pool Amenities in an unsafe or reckless manner, or without having executed this Agreement, Participant shall immediately report such to Veyo Pool employees. Veyo Pool may revoke its permission for anyone to use the Veyo Pool Amenities at any time and for any reason.
4. DESPITE THE INHERENT RISKS AND DANGERS, PARTICIPANT ACCEPTS AND ASSUMES ALL SUCH RISKS AND DANGERS, BOTH KNOWN AND UNKNOWN, ASSOCIATED WITH HIS/HER USE OF THE VEYO POOL AMENITIES. PARTICIPANT, HIS/HER HEIRS, AGENTS, EXECUTOR, ADMINISTRATORS, AND ASSIGNS HEREBY AGREES TO INDEMNIFY, HOLD HARMLESS, AND RELEASE VEYO POOL, ITS AFFILIATES, INSURERS, EMPLOYEES, AGENTS, REPRESENTATIVES, MEMBERS, MANAGERS, OFFICERS, AND DIRECTORS (EACH AN “*INDEMNIFIED PARTY*”) FROM AND AGAINST ALL CLAIMS, LOSSES, INJURIES, DAMAGES, REAL OR PERSONAL PROPERTY

DAMAGE, EXPENSES AND LIABILITIES OF EVERY KIND, INCLUDING ATTORNEYS' FEES AND COSTS (COLLECTIVELY, A "LOSS") ARISING OUT OF OR RELATED TO PARTICIPANT'S, ANY MINOR PARTICIPANT'S USE OF THE VEYO POOL AMENITIES, OR ANY GUESTS OR INVITEES OF PARTICIPANT THAT HAVE NOT SIGNED THIS SAME AGREEMENT, EVEN IF AN INDEMNIFIED PARTY IS PROVEN TO HAVE BEEN NEGLIGENT. PARTICIPANT COVENANTS NOT TO BRING ANY CLAIM RELATED TO ANY SUCH LOSS AGAINST ANY INDEMNIFIED PARTY IN A COURT OF LAW OR OTHERWISE AND HEREBY IRREVOCABLY WAIVES ANY SUCH CLAIMS.

5. Participant represents that he/she, and any Minor Participants have sufficient health, accident and liability insurance to cover any bodily injuries, including but not limited to permanent disability, paralysis and death, or property loss to him/her/them personally or which he/she/they may cause to others. Participant agrees to deal directly with Participant's own insurance carrier and not Veyo Pool on any claim.

6. Participant represents that he/she has read the Rules and will comply fully with such. Participant further represents that he/she has explained such Rules to any Minor Participants and will be responsible for such Minor Participant's compliance with such Rules.

7. This Agreement constitutes the complete, final and exclusive embodiment of the entire agreement between Participant and Veyo Pool with regard to this subject matter, and supersedes any other promises, warranties or representations which may have been made in writing or orally. If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, this determination will not affect any other provision of this Agreement and the provision in question will be modified by the court so as to be rendered enforceable. This Agreement will be deemed to have been entered into and will be construed and enforced in accordance with the laws of the State of Utah, and Participant and Veyo Pool hereby submit to the exclusive jurisdiction of the state and federal courts located within Utah for the resolution of any matter related to this Agreement

By executing this Agreement, the undersigned acknowledges that he/she has read and understands this entire Agreement and the Rules, and that he/she agrees to be bound by the Rules and the provisions of this Agreement, including without limitation the assumptions of risk, waivers and releases of claims against Veyo Pool, and the indemnification obligations contained herein.

Printed Name of Participant

Participant's date of birth

Signature of Participant

Date

CONSENT OF PARENT OR LEGAL GUARDIAN
(Must be completed for each participant under the age of 18)

By signing below, I certify that I am the parent or legal guardian of the minor child or children listed below. I hereby consent to my minor child or children's Use of the Veyo Pool Amenities and acknowledge that I have read the foregoing Assumption of Risk, Indemnification and Waiver of Liability and understand and agree to the terms thereof for the participation of said minor child or children identified below.

Name of Minor Child: _____ Birthdate: _____ Age: _____

Name of Minor Child: _____ Birthdate: _____ Age: _____

Name of Minor Child: _____ Birthdate: _____ Age: _____

Parent/Guardian Signature: _____ Date: _____

Print Parent/Guardian Name: _____