

Cache Valley Mountain Man Rendezvous 2018

Registration Form July 20-21

Dear Mountain Men and Women,

Welcome to the Cache Valley Mountain Man Rendezvous here at American West Heritage Center (AWHC). Campers and traders can set up on the 19th starting at 12:00 pm. If you have any questions, please contact American West Heritage Center: (435)245-6050 or email hr@awhc.org

Please acknowledge the following:

In consideration of my acceptance of this entry, I hereby, for myself, my heirs, my executors, and my administrators, waive any and all rights and claims I may have against AWHC, property owners, coordinating groups, and/or any individuals associated with the event. I also give AWHC permission to use my name and/or picture in any broadcast, telecast, or print media account of the event. No Pets allowed on festival area. Dogs must be kept in primitive camp. Service animals welcome but must check-in at front desk in Welcome Center. Smoking to be done out doors and out of sight of public, alcohol must be in primitive cup and only in primitive camping area. All State and Federal Laws will be enforced concerning controlled substances. Underage drinking and/or any illegal drugs will not be allowed. I am also aware that I will be responsible to remove my own trash from my site. By completing this form, I acknowledge that I have read and fully understand my own liability and do accept these restrictions given by AWHC. My signature constitutes my acceptance of these rules and by-laws. A signed waiver of liability for each participant is also required along with this registration form.

Name: _____

Phone #: _____

Email Address: _____

Signature: _____

Please Check all that Apply

_____ \$40.00 Tin Tipi Camp

_____ Primitive Camp _____ Traders Row

_____ (number of medallions) x \$10.00 Centennial Medallion

_____ (number of days) x \$5/day AWHC Fishing License (2 fish limit)

*If purchasing Centennial Medallion(s) or AWHC Fishing License, please have payment ready at time of arrival.

Camping does not include admission into Living History, Train Rides, Pony Rides or Panning for gold.
Admission can be purchased in Welcome Center.

Location:

American West Heritage Center
4025 S. Hwy 89-91
Wellsville, UT 84339

Hours & Admission:**Friday and Saturday**

10:00 AM – 5:00 PM

\$6 Per Person

Includes Living History, Train Rides, Pony Rides & Rendezvous

Things to See & Do:

Traders Row, Food Vendors, Primitive Skills Demonstrations, Tomahawk Throwing, Living History, Pioneer Games, Panning for Gold, Train Rides, and Pony Rides.

Events:

Knife & Hawk Throwing, 2 Man Log Saw, Bullet Making, Frying Pan Toss and Pre War Car Show.

Early setup begins on Thursday, July 19, at 12:00 pm. All vehicles must be parked between Saturday 9:00 am – 5:00 pm. All vehicles must be out by 10:00 am Sunday July 22.

Drinking water available; bring your own firewood.

Tin Tipi Camping: \$40, **must** fill out registration packet

Primitive Camping: FREE, **must** fill out registration packet

Traders Row: FREE, **must** fill out registration packet

Modern Vendors: Contact Chris Schultz at cschultz@awhc.org

Fishing (Heritage Center License): \$5/day (2 fish limit)

Centennial Medallion: \$10

Camping **does not** include admission into Living History, Train Rides, Pony Rides or Panning for gold. Admission can be purchased in Welcome Center.

No Pets in Festival Area. Dogs must be kept in Primitive camp. Service animals welcome but must check-in at front desk in Welcome Center. No Noise Cannons, Smoking to be done out of sight of the public, alcohol must be in primitive cup and only in primitive camping area. All State and Federal Laws will be enforced concerning controlled substances.

For more information: Contact American West Heritage Center at (435)245-6050 or email Annalise Christensen achristensen@awhc.org or Chris Schultz at cschultz@awhc.org

PARTICIPANT'S NAME: _____

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, INDEMNIFICATION,
AND ARBITRATION AGREEMENT**

Notice – By signing this document you may be waiving certain legal rights, including the right to sue.

Release and Waiver of Claims; Indemnification Agreement

In consideration of being allowed to use the facilities and participate in programs and events ("Programs") at **THE AMERICAN HERITAGE WEST CENTER** (the "Host"), the Participant, and the Participant's parent(s) or legal guardian(s) if the Participant is a minor, do hereby agree, to the fullest extent permitted by law, as follows:

- 1) **TO WAIVE ALL CLAIMS** that they have or may have against the Host arising out of the Participant's participation in the Programs or the use of any equipment provided by the Host ("Equipment"). The Participant and his/her Parents or legal guardian(s) specifically understand that they are releasing any and all claims that arise or may arise from any **negligent** acts or conduct of the Host, its owners, affiliates, operators, employees, agents, and officers, to the fullest extent permitted by law. However, nothing in this Agreement shall be construed as a release for conduct that is found to constitute gross negligence or intentional conduct;
- 2) **TO ASSUME ALL RISKS** of participating in the Programs and using the Equipment, even those caused by the **negligent** acts or conduct of the Host, its owners, affiliates, operators, employees, agents, and officers. The Participant and his/her Parents or legal guardian(s) understand that there are inherent risks of participating in the Programs and using the Equipment, which may be both foreseen and unforeseen and include serious physical injury and death;
- 3) **TO RELEASE** the Host, its owners, affiliates, operators, employees, agents, and officers from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of his/her participation in the Programs and use of the Equipment, including while receiving instruction and/or training; and
- 4) **TO INDEMNIFY** the Host, its owners, affiliates, operators, employees, agents, and/or officers, from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of participation in Programs and use of the Equipment.

Arbitration

The Participant, and the Participant's parent(s) or legal guardian(s), if Participant is a minor, hereby agrees to submit any dispute arising from participation in the Programs, for which Participant intends to seek damages in excess of \$75,000.00, to binding arbitration. Submission shall be unlimited. For such disputes, there shall be a three-member arbitration panel, consisting of two party-appointed arbitrators (one arbitrator to be appointed by each party) and one neutral arbitrator (collectively, the "Panel"), to be chosen by the party-appointed arbitrators. The neutral arbitrator shall be an officer or director of any entity that operates a **Living History Themed Park** in the United States. In the event that the two party-appointed arbitrators are not able to agree on a third, neutral arbitrator, the neutral arbitrator shall be appointed by the United States District Court, for **Wellsville, UT**, utilizing the selection criteria for the neutral as set forth above. Each party shall pay its own costs, including the costs associated with the party-appointed arbitrators, and the parties shall share equally the costs associated with the neutral arbitrator. The arbitration proceeding shall proceed in the county and state in which the Programs occurred and shall be governed by the Federal Rules of Evidence. The Panel shall establish a reasonable and appropriate discovery schedule to expeditiously resolve this matter. In the event that Participant, or the Participant's parent(s) or legal guardian(s), if Participant is a minor, files a lawsuit in any court relating to, and/or arising from, Participant's participation in the Programs, Participant and/or Participant's parent(s) or legal guardian(s), by signing this document, stipulate to a cap on Participant's damages of \$75,000.00, exclusive of interest and costs. As a threshold matter, the Panel, or the Court (if a lawsuit is filed), shall confirm whether the Waiver and Release contained in this Agreement are enforceable under applicable law.

Photography/Videography Release

Participant hereby grants to the Host, its representatives, and employees the right to take **photographs and video of Participant** in connection with Participant's participation in the Programs. Participant hereby authorizes the Host to copyright, use, and publish the same in print and/or electronically. Participant hereby agrees that the Host may use such photographs and video of Participant for any lawful purpose, including but not limited to publicity, illustration, advertising, and Web content.

Personal Responsibility

The Participant certifies that he/she has no physical or mental condition that precludes him/her from participating in the Programs and that he/she is not participating against medical advice.

If helmets are recommended for use while participating in the Programs, and Participant chooses not to wear a helmet, he/she does so at his/her own risk and accepts full responsibility for any injury that results.

The Participant understands that his/her participation in the Programs is voluntary and further understands that he/she has the opportunity to inspect the Host's equipment and location before any participation.

The Participant understands that he/she is obligated to follow the rules of the Programs and that he/she can minimize his/her risk of injury by doing so and through the exercise of *common sense* and by being aware of his/her surroundings.

If, while participating in the Programs, the Participant observes any unusual hazard, which he/she believes jeopardizes his/her personal safety or that of others, he/she will remove himself/herself from participation in the Programs and immediately bring said hazard to the attention of the Host.

I, _____ (parent/legal guardian), hereby agree that I will explain to my child that the risk of injury while participating in the Programs can be reduced by following the rules and through the use of *common sense* and *good judgment*.

To the extent that any portion of this Agreement is deemed to be invalid under the law of the applicable jurisdiction, the remaining portions of the Agreement shall remain binding and available for use by the Host and its counsel in any proceeding.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

Parents or Guardians must also sign if the Participant is UNDER 18.

Participant's Signature: _____ Date: _____

Parent/Guardian Signature: _____ Date: _____