

MESQUITE MESA TOURS

Narrated Off-Road Van Tours on Flat Top Mesa | Mesquite, Nevada

A DBA of The Rugged Outdoorsmen LLC | mesquitetours.com

PARTICIPANT RELEASE OF LIABILITY, ASSUMPTION OF RISK & PARTICIPATION AGREEMENT

Business: Mesquite Mesa Tours | **Owner/Operator:** The Rugged Outdoorsmen LLC | **Location:** Mesquite, Nevada

PLEASE READ CAREFULLY. THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS.

In consideration of being permitted to participate in a guided tour operated by Mesquite Mesa Tours, a DBA of The Rugged Outdoorsmen LLC, conducted under a Special Recreation Permit issued by the U.S. Bureau of Land Management (BLM) on public lands it administers, the undersigned participant agrees to the following terms and conditions.

1. Acknowledgment and Assumption of Risk

I understand that participation in an off-road desert sightseeing tour involves inherent risks that cannot be eliminated without altering the nature of the activity.

These risks may include, but are not limited to:

- Off-road vehicle travel over uneven, rugged, or changing terrain, including loose rock, sand, gravel, washouts, ruts, and steep grades
- Vehicle collisions, rollovers, mechanical or tire failure, or the vehicle becoming temporarily disabled or stranded
- Sudden movements, bumps, or jolts caused by terrain conditions
- Sudden weather changes, extreme temperatures, wind, and dust
- Slips, trips, and falls at tour stops or while entering or exiting the vehicle
- Contact with insects, reptiles, plants, or other desert wildlife
- Actions of other participants, motorists, or third parties
- Limited or unavailable cellular communication in remote areas
- Remote desert locations where emergency response and medical evacuation may be delayed

The tour guide is trained and certified in basic first aid; this does not eliminate the risk of delayed professional medical response in a remote desert setting.

I understand that this list is not exhaustive and that other known and unknown risks may exist. I knowingly and voluntarily assume the inherent and other risks associated with participation in the tour.

2. Safety Rules

I agree to follow all instructions provided by the tour guide, including but not limited to:

- Wearing seatbelts at all times while the vehicle is in motion
- Remaining seated while the vehicle is moving
- Following guide instructions when entering or exiting the vehicle
- Respecting the natural environment and surrounding desert landscape
- Wearing closed-toe shoes; flip-flops, sandals, and other footwear not suited to an outdoor off-road environment are not permitted
- No participation while under the influence of alcohol, marijuana, or other impairing substances
- No outside food or beverages (water will be provided); exceptions may be made for a documented medical need if disclosed to your guide in advance

Failure to follow these safety rules or guide instructions may result in removal from the tour without refund.

3. Physical Ability and Participation Requirements

For safety reasons, Mesquite Mesa Tours does not permit pregnant individuals or children under the age of six (6) to participate in tours.

I confirm that I am physically capable of participating in this activity.

The tour includes stops at three scenic viewpoints where participants exit the vehicle to receive a narrated briefing and take photographs. Participants must be able to:

- Enter and exit the tour vehicle without assistance
- Walk independently on uneven, unpaved, natural desert terrain at each tour stop
- Sit upright and maintain stability during off-road travel
- Follow all safety instructions given by the tour guide

I am responsible for determining whether I am physically and medically capable of safely participating. I agree to disclose to Mesquite Mesa Tours before departure any medical condition, physical limitation, allergy, medication requirement, or other circumstance that may reasonably affect my ability to safely participate or may be relevant in an emergency.

Participants under the age of 18 must have this waiver signed by a parent or legal guardian.

I confirm that I am not currently pregnant.

4. Release of Liability and Waiver of Claims

To the fullest extent permitted by applicable law, I voluntarily release, waive, discharge, and covenant not to sue Mesquite Mesa Tours, The Rugged Outdoorsmen LLC, and their respective owners, members, employees, agents, guides, contractors, representatives, affiliates, successors, and assigns (collectively, the "Released Parties") from claims, demands, causes of action, damages, losses, or liabilities arising out of or related to my participation in the tour, including claims arising from the ordinary negligence of any Released Party, to the extent such claims may lawfully be released.

This release includes, without limitation, claims involving bodily injury, illness, death, property damage, or other loss arising from transportation, off-road travel, terrain conditions, environmental conditions, entering or exiting the vehicle, tour stops, or other activities reasonably associated with the tour.

Release of the United States. This tour is conducted on public lands administered by the Bureau of Land Management (BLM) under a Special Recreation Permit. To the extent permitted by federal law, I further voluntarily release, waive, discharge, and covenant not to sue the United States of America, the Bureau of Land Management, and their officers, employees, agents, volunteers, and representatives (collectively, the "Federal Released Parties") from any and all claims, demands, causes of action, damages, losses, or liabilities arising out of or related to my participation in the tour, on the same terms as the release granted to the Released Parties above.

This release does not apply to liability that cannot lawfully be waived or released under applicable law.

5. Indemnification

I agree to indemnify and hold harmless Mesquite Mesa Tours and The Rugged Outdoorsmen LLC from any claims, liabilities, damages, or expenses arising from my actions, negligence, or failure to follow safety instructions during the tour.

6. Medical Responsibility

Mesquite Mesa Tours maintains insurance applicable to its tour operations. I understand this does not replace my own health insurance, and I remain responsible for my own medical costs.

7. Governing Law and Venue

This agreement shall be governed by the laws of the State of Nevada. To the extent permitted by law, any legal action arising from this agreement or participation in the tour shall be brought in a court of competent jurisdiction in Clark County, Nevada.

8. Severability

If any provision of this agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect to the fullest extent permitted by law.

9. Acknowledgment of Agreement

By signing below, I acknowledge that:

- I have read and understand this document
- I understand that I am waiving certain legal rights
- I voluntarily agree to the terms stated above

I HAVE CAREFULLY READ THIS AGREEMENT BEFORE SIGNING IT. I UNDERSTAND THAT IT INCLUDES AN ASSUMPTION OF RISK AND RELEASE AND WAIVER OF CERTAIN LEGAL RIGHTS, INCLUDING CERTAIN CLAIMS BASED UPON NEGLIGENCE. I SIGN THIS AGREEMENT KNOWINGLY AND VOLUNTARILY.

PARTICIPANT INFORMATION

By signing below, I confirm that I agree to and understand the terms of this agreement.

Participant Name: _____

Participant Signature: _____

Date: _____

Phone Number: _____

Emergency Contact Name: _____

Emergency Contact Phone: _____ **Relationship:** _____

OPTIONAL PHOTO AND MEDIA CONSENT — SEPARATE FROM THE LIABILITY WAIVER ABOVE

This section is independent of the release above. Declining it does not affect your ability to participate in the tour.

- ☐ YES — I authorize Mesquite Mesa Tours and The Rugged Outdoorsmen LLC to photograph and/or record me during the tour and to use my likeness for legitimate promotional, advertising, social media, website, editorial, and printed-material purposes without compensation.
- ☐ NO — I do not authorize promotional use of my image or likeness.

Participant Initials: _____

MINOR PARTICIPANT — PARENT OR GUARDIAN MUST COMPLETE THIS SECTION

If the participant is under 18 years of age, a parent or legal guardian must sign below. By signing, the guardian agrees to all terms of this waiver on behalf of the minor participant.

Minor Participant Name: _____

Parent / Guardian Name: _____

Parent / Guardian Signature: _____

Date: _____ **Relationship to Minor:** _____

PARENT/GUARDIAN OPTIONAL PHOTO AUTHORIZATION FOR MINOR

- ☐ YES — I authorize promotional use of my minor's image or likeness as described above.
- ☐ NO — I do not authorize promotional use of my minor's image or likeness.

Parent/Guardian Initials: _____