

Black Hills Day Trips

Thank you for trusting your vacation with us. We hope you have a wonderful and relaxing time. Please take a minute to read and sign the following liability waiver document.

Release and Waiver of Liability Given by Customer in Favor of Owner/Operator of Black Hills Sightseeing Tours, LLC d.b.a. Black Hills Day Trips including Assumption of all Risks of Bodily Injury

Whereas, Black Hills Sightseeing Tours, LLC d.b.a. Black Hills Day Trips, hereinafter called **Operator**, owns and/or operates a business that offers tour guide services to the general public in the Black Hills of South Dakota; and

Whereas, the undersigned _____ (*Name of Customer*), hereinafter called **Customer**, desires to take a tour with Black Hills Day Trips and that such tours incorporate motorized travel, walking, outdoor activities that may involve wild animals, and a variety of other activities with the *Operator*; and

Whereas, *Customer* acknowledges that *Operator* does not, will not, and has no duty to, insure or guarantee that *Customer* will not have an accident resulting in serious injury or death while participating in activities as described above;

Now, therefore, for and in consideration of taking a tour as described above, the undersigned *Customer* hereby releases Black Hills Sightseeing Tours, LLC d.b.a. Black Hills Day Trips, their employees, officers, directors, successors, and assigns from all liability to *Customer* for any loss or damage to property, physical injury or death whether caused by *Operator* or otherwise that result, directly or indirectly from *Customer's* taking a tour. *Customer* further agrees to indemnify, save and hold harmless *Operator* from any loss, liability, attorneys' fees, damage, or costs that they (or any of them) may incur arising out of or related *Customer* taking a tour whether caused by the negligence of the *Operator* or otherwise, and *Customer* does hereby assume the risk of any such loss or damage. **The undersigned do further covenant and represent that I/we have read this document; and that I/we voluntarily signed this Release, Waiver of Liability and Assumption of Risk.**

This Agreement shall be governed by the laws of the State of South Dakota and the Parties agree that any legal action relating to or arising out of this agreement shall be brought exclusively in binding arbitration in Rapid City, South Dakota and subject to the Rules of the American Arbitration Association.

WITNESS our signatures this the _____ day of _____ 20____.

Customer

Customer

Customer

Customer

Customer

Customer