

**DSROA ACTIVITY RELEASE,
WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**

APPROVED JULY 13, 2024

In consideration of being permitted to attend and/or participate in the activities conducted at Deer Springs Ranch (the "Ranch"), including, but not being limited to cabin use, hiking, rock climbing, RV usage, canyoneering, shooting firearms, mountaineering, rappelling, mountain biking, swimming, fishing, canoeing, zip-lining, horseback riding, farming, camping, operating an ATV/OHV and other general outdoor activities and any mode of travel at Deer Springs Ranch, I, acknowledge, agree, and warrant, for myself, my guests and any minor children for whom I am responsible, whether or not individually identified below (the "Participants") as follows:

1. I agree to fully indemnify and hold DSROA, its owners/members, directors, officers, employees and agents (collectively the "Ranch") harmless from any claim, liability, loss, damage or cost that may be incurred due to a Participant's participation in any activity conducted on the Ranch or any use, occupancy of Ranch property.
2. I acknowledge that the Ranch is a rustic, off-grid property, and as such may expose Participants to specific hazards that could lead to injury or death, including but not limited to the following:
 - 2.1. Inherent nature of the cabins. The cabins are old, some repurposed US Forest Service cabins and as a practical matter cannot be brought up to modern building, safety and fire codes. Also propane gas lighting and wood-burning stoves are a potential risk. The Ranch has provided fire extinguishers, smoke and carbon monoxide detectors in the cabins to help reduce risks, but I acknowledge that even periodic cleaning/maintenance/repair of wood stoves, chimneys and gas appliance vents cannot eliminate fire and/or carbon monoxide poisoning risks.
 - 2.2. Property damage or personal/pet injury from animals, wild or domestic, whether owned by the Ranch or not. For example, there are regular sightings of cougars, bears and rattlesnakes on the Ranch property.
 - 2.3. Property damage or personal injury related to RV usage, whether on approved Ranch RV pads or elsewhere on the Ranch.
 - 2.4. Water-borne illness from any water source on the Ranch. The DSROA exercises due diligence to ensure that water systems on the ranch comply with Utah State Department of Drinking Water rules. Specifically, human consumption of water meant for agricultural and stock-watering use can be hazardous and lead to serious injury or death. I further acknowledge that DSROA recommends the use of bottled water for drinking and food preparation.
3. I hereby acknowledge that I am familiar with and agree to follow all DSROA rules regarding OHV use as well as all current Utah Division of Parks and Recreation Off-Highway Vehicle Rules and Regulations
4. I expressly agree to abide by all rules and regulations of the Ranch whether posted at the Ranch or on the Ranch website and to listen to and promptly follow all instructions from Ranch personnel. I am aware that all Ranch cabins operate with gas lights and appliances, and I am familiar with the dangers of working with propane.
5. I unconditionally release, waive, discharge and covenant not to sue the Ranch for any injury, loss, or damage to person or property, injury or death of any Participant, whether caused by the negligence of the Ranch or of any other person.
6. I acknowledge that the Ranch is a working ranch that at times includes livestock and that the Ranch property is subject to the Equine Inherent Risk Law as set forth in Utah Code Ann. at Section 78B-4-201 et. seq., and that the Ranch shall not be responsible for inherent risks. I understand the propensity of the animals to behave in ways that may result in injury, harm and death to persons on or around them. I acknowledge the unpredictability of the animals' reactions to outside stimulation such as sound, sudden movements, and unfamiliar objects, persons or other animals. I recognize that there may be collisions with other animals, and I also recognize the potential for another participant to act in a negligent manner that may contribute to injury to myself and others.
7. I hereby acknowledge and warrant that I am in adequate physical and mental condition to undertake any given activity I will engage in, not subject to any restrictions, and fully physically and mentally capable to participate in the activities of the Ranch. I am fully aware of the potential dangers or risk of property damage, physical, mental or emotional injury, disease and that even death may result from participation in the activities of the Ranch. I agree that such conditions include possible equipment failure and negligent actions or inactions of others. I expressly acknowledge and assume all such risks and all costs, injury or damages related thereto.
8. I expressly agree, permit and assume the risk of any medical treatment which may be rendered to me and agree to expressly release and indemnify the Ranch from any liability for providing, or failing to provide, any such medical treatment.
9. I warrant that I am solely responsible for the welfare and safety of myself, my guests and any minor children I bring to the Ranch and the Ranch has no obligation to supervise Participants or any other individual at the Ranch. I further understand and agree that the Ranch is not obligated to provide insurance coverage for me or other Participants and that my insurance will be primarily responsible for coverage of any injury, damage or death.
10. I acknowledge that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Utah, and that if any portion hereof is held invalid, it is agreed that the balance shall continue in full legal force and effect.

11. I understand and agree that I am solely responsible for all cost and damage to any Ranch property caused by myself or my guests or invitees and also for their compliance with all rules and regulations adopted by the Ranch.

12. This Agreement shall remain in effect and shall be binding for a period of one year following my exit from the Ranch property.

I have read, fully understood the content of this release, waiver, and indemnity agreement and voluntarily sign this of my own free will. I further agree that this Agreement constitutes the complete agreement of the parties with respect to the subject matter hereof and that no oral representations, statements, or inducement apart from the foregoing written Agreement have been made.

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