

**DEER SPRINGS RANCH OWNERS ASSOCIATION ACTIVITY RELEASE,
WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**

ADOPTED November 2017

In consideration of being permitted to attend and/or participate in any and all activities on Deer Springs Ranch Owners Association Property, I, the undersigned for and on behalf of myself and my guests and any minor children, whether or not identified below (the "Participants") hereby expressly agree as follows:

1. I agree to fully indemnify and hold Deer Springs Ranch Owners Association, its owners, directors, officers, employees and agents (collectively "DSROA") harmless from any liability, loss, damage or cost that may occur or be incurred due to any Participant's use, occupancy of any property of DSROA or participation in any activity conducted thereon.
2. I further hereby release, waive, discharge and covenant not to sue DSROA for any loss, damage, or injury to or death of any Participant, whether caused by the negligence of DSROA or of any other person.
3. I acknowledge that Deer Springs Ranch is a working ranch that at times includes livestock and that the DSROA 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 DSROA 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.
4. I hereby assume full responsibility for and risk of bodily injury or death, whether due to the negligence of DSROA or not. I expressly acknowledge and understand that accidents and injuries may occur while at Deer Springs Ranch and expressly assume all of the risks due to the negligence of DSROA or any others participating at the Ranch.
5. I expressly agree, permit and assume the risk of any medical treatment which may be rendered and agree to expressly release and indemnify DSROA from any liability for providing, or failing to provide, any emergency medical treatment.
6. I understand that I am solely responsible for the welfare and safety of myself and the minor children accompanying me to Deer Springs Ranch, that the DSROA shall have no obligation to supervise Participants or any other individuals visiting Deer Springs Ranch. I further understand and agree that DSROA is not obligated to provide insurance coverage for Participants and that Participants' personal insurance will be primarily responsible for any coverage.
7. I further expressly agree that the foregoing 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.
8. I understand and agree that I am solely responsible for all costs and damages to any DSROA property caused by myself or any of the Participants, including any of my guests or invitees and also for their compliance with all rules and regulations adopted by DSROA.
9. This Agreement shall remain in effect and shall be binding upon me and the Participants from the execution hereof until three (3) years following the termination of my relationship with DSROA (as a Member, guest or other) regardless of the reason for said termination.

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.

Member Signature
DSR Lot No.: _____ Date: _____

Member Signature
DSR Lot No.: _____ Date: _____

Children/Guest Names:

