

WAIVER & RELEASE
Deer Springs Ranch Owners Association

Pursuant to Utah Code § 57-8a-218(8) and (14), Deer Springs Ranch Owners Association (the “Association”) conditions use of the common areas upon acceptance of this Waiver. Any person having not signed this Waiver is expressly prohibited from the Association’s common areas and is a trespasser under Utah Code 57-14-101 *et seq.*

NAME: _____ LOT: _____

MINOR CHILDREN: _____

EMERGENCY CONTACT: _____ CONTACT PHONE: _____

RISKS. I acknowledge that the Cabins and Amenities are not actively maintained by the Association, are in a remote area, and accept them in their “AS-IS” condition. Use of the Common Areas may carry with them the potential for injury or damage to person or property, including DEATH, SERIOUS BODILY INJURY, MENTAL ANGUISH, and property loss to either myself or others. Risks may include but are not limited to: limited cellular service; delayed emergency response; unimproved/uneven terrain; wildlife trails; loose rock; steep slopes; water hazards; severe weather; lightning; cold/heat exposure; snow/ice; falling trees/branches; wildlife and domestic animals (including rattlesnakes; insects; bears; cougars; livestock); smoke and carbon monoxide; propane/wood stoves for cooking and heat. These conditions carry inherent risk for fire, flood, slips, falls, strangulation, drowning, asphyxiation, forces of nature including extreme or rapid changes to weather or temperature, lightning, strong winds, shifting terrain or objects, exposure to sun, heatstroke, dehydration, strenuous activities, illness, exposure to virus, bacteria, or other communicable diseases, broken bones, abrasions, cuts, and other injuries resulting from the actions, inactions, negligence, or carelessness of the Releasees or other third party’s use of the Common Areas.

I HEREBY ASSUME ALL RISKS AND AGREE TO WAIVE AND RELEASE ALL CLAIMS OF ANY NATURE THAT MAY ARISE FROM MY USE, OR THE USE OF THE MINOR CHILDREN LISTED ABOVE, OF DEER SPRINGS RANCH OWNERS ASSOCIATION’S AMENITIES. I FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS THE ASSOCIATION AND ANY OF ITS AFFILIATES, PARTNERS, OWNERS, OFFICERS, EMPLOYEES, MANAGERS, VOLUNTEERS, VENDORS, AGENTS, REPRESENTATIVES, OR PARTICIPANTS (hereinafter the “Releasees”) FROM ALL CLAIMS OF ANY NATURE IN CONSIDERATION FOR USE OF THE COMMON AREAS FOR MYSELF AND MY GUESTS.

WAIVER & RELEASE. I agree that the waivers, releases, and indemnifications granted herein shall be construed to the highest extent permitted by law and shall extend to any present or future claim, cause of action, loss or liability for injury to person or property, which I or any minor child listed herein may suffer, related to my or said minor child’s use of the Amenities, resulting from any cause whatsoever, and regardless of fault. I agree that I shall indemnify and defend the Releasees from any damage or loss of any other guest or person who I invite or allow to use the Amenities, including but not limited to the minors listed herein or anyone who accompanies me. This Waiver & Release shall bind my heirs, executors, assigns, legal representatives or any other person who may assert the released claims. To further protect all Releasees, I certify that I and the minors listed herein are free of any medical condition that may create undue risk for myself or others. I have read and agree to comply with all Association governing documents. Any dispute, claim, or controversy relating in any way to the Amenities or this Waiver & Release shall be decided in accordance with the Association’s dispute resolution policy, if any.

TREATMENT CONSENT: I agree to receive and pay for emergency medical treatment of behalf of myself and the minors deemed advisable by Releasees in event of injury, accident, and/or illness within the Association.

I CERTIFY THAT I AM AT LEAST EIGHTEEN YEARS OF AGE AND HAVE READ THIS DOCUMENT AND FULLY UNDERSTAND ITS CONTENTS AS A FULL RELEASE OF THE ASSOCIATION’S LEGAL LIABILITY AND I SIGN OF MY OWN FREE WILL ON BEHALF OF MYSELF AND THE LISTED MINORS.

Signature: _____ Date: _____