



## AGREEMENT TO USE WOLF CREEK RANCH – GUEST’S WAIVER, RELEASE AND INDEMNITY

**IMPORTANT: THIS IS A LEGAL DOCUMENT. PLEASE READ IT CAREFULLY AND UNDERSTAND IT BEFORE SIGNING.** The Board of Trustees of the Wolf Creek Ranch HOA has authority to manage and control the property and affairs of the HOA. The Board of Trustees is issuing this Waiver, Release and Indemnity Agreement pursuant to that authority.

**Guest of Wolf Creek Ranch:** You and/or your family, your guests and invitees (together with your minor child(ren) and/or the minor child(ren) of your guests and/or invitees, and/or any guest or invitee of any of the foregoing), as applicable (collectively, hereinafter, the “Users”), may be hurt using the recreational amenities and/or facilities of Wolf Creek Ranch, and/or the property of owner(s) of property at Wolf Creek Ranch which may be intentionally or unintentionally used for recreational purposes (collectively, the “Recreational Facilities”). If you are unwilling to assume all of the risks of the use of the Recreational Facilities by you and the Users, DO NOT sign this document, in which case you and the Users SHALL NOT be authorized to use the Recreational Facilities or participate in the activities. If you sign this document, BUT make any alterations to it, you and the Users SHALL NOT be authorized to use the Recreational Facilities or participate in the activities.

**1. Assumption of Risks.** I, for myself and my spouse, or as the parent/legal guardian of any of my participating children, AND for any guest or invitee of mine or my family, or any guest or invitee of any of the foregoing constituting an Owner User (individually, a “Participant”), desire to use the Recreational Facilities and may engage in one or more sports, including, without limitation: snowmobiling, snow-shoeing, cross-country skiing, ski archery, running, cycling, tubing, mountain biking, horseback riding, fishing, hunting, and related use of sport and recreation equipment including, without limitation, snowmobiles, ATV's, sleds, tubes, skis, snow shoes, roller skis, roller blades, saddles, wagons, and related equipment, tackle, ammunition, bows and/or firearms (collectively, the “Sports”). I understand that the Sports may entail high-speed action, adventure sports, the intentional or unintentional discharging of firearms, and/or contact and interaction with wildlife that involve many inherent risks and dangers, and that using the Recreational Facilities or participating in the Sports may put me, my family, or the Users at risk of serious injury, illness or even death. These dangers include, but are not limited to: use of lifts and tows; collision with structures, vehicles, trees and/or devices; risk-creating weather conditions and variations in terrain; accidents by other users of the Recreational Facilities; hunting accidents, misfires and/or backfires, failure to follow safety procedures, or to stay within ability or control; and limits or defects in the Recreational Facilities or the applicable equipment. I am also aware that hazards may exist throughout the Recreational Facilities, may be unmarked and occur without warning, and that helmets, safety equipment, gun safeties, proficiency checks, licenses, guides’, outfitters’ and others’ supervision and enforcement of rules do not and cannot guarantee my or my family’s (or my minor child’s) safety or the safety of other Users for whom I am responsible. I am, and the Users are, able to perform the essential functions required to use the Recreational Facilities and to safely participate in the Sports; and I am, and the Users are, freely and voluntarily participating in the Sports and the use of the Recreational Facilities. The risks, dangers, and hazards associated with the Recreational Facilities and Sports may be caused by an User’s own actions or inactions; the actions or inactions of the HOA or its Board of Trustees, managers, or agents; the actions or inactions of other users of the Recreational Facilities; the actions or inactions of others not associated with or participating in the Recreational Facilities or Sports; the elements and conditions in which the use of the Recreational Facilities takes place; and/or uncontrolled or unforeseen acts of God. THERE IS ALSO A RISK OF NEGLIGENCE, INCLUDING GROSS NEGLIGENCE, ON THE PART OF THE FOREGOING PERSONS THAT MAY CAUSE SUCH RISKS, DANGERS AND HAZARDS. I REPRESENT AND WARRANT TO THE WOLF CREEK RANCH HOMEOWNERS ASSOCIATION AND TO ITS MEMBERS, OFFICERS AND GOVERNING BOARD OF TRUSTEES AND STAFF, THAT I HAVE READ AND UNDERSTOOD THIS DOCUMENT, AM OF SOUND MIND, HAVE LEGAL AUTHORITY, AND FREELY ACCEPT AND ASSUME THE RISK THAT I OR THE USERS MAY SUFFER PROPERTY DAMAGE, ILLNESS, SEVERE PERSONAL INJURY OR EVEN DEATH BY USING THE RECREATIONAL FACILITIES OR PARTICIPATING IN THE SPORTS, not only in the ways or as a proximate result of the circumstances described above, but also in ways that are unknown and unexpected, even if I and the Users follow instructions, regulations and/or advice.

**2. Consent to Medical Treatment.** If I or the Users are unable to consent at the time, due to injury, illness or absence, I for myself, and on behalf of the User(s), hereby consent to administration of first aid and other emergency medical treatment for such injury or illness that occurs during my or the Users’ use of the Recreational Facilities or participating in the Sports. I have, and the Users have, adequate health insurance or resources to cover the costs of treatment in case of any such injury or illness. I agree to refrain, and to cause the Users to refrain, from and not to be impaired by the use of alcohol or any controlled substance (except as medically authorized) while using the Recreational Facilities or participating in the Sports.

**3. Waiver and Release.** I understand and agree that none of the Wolf Creek Ranch Homeowners Association, Inc., or its Board of Trustees, managers, officers or staff (and the various members/owners of the association, collectively, the "HOA") or any owners are insurers of my or the Users' conduct. In consideration of my ongoing use of the Recreational Facilities, and TO THE FULLEST EXTENT PERMITTED BY LAW, I HEREBY RELEASE, WAIVE, COVENANT NOT TO SUE, AND DISCHARGE THE HOA AND ALL OF THEIR TRUSTEES, DIRECTORS, MANAGERS, OFFICERS, EMPLOYEES, VOLUNTEERS, AGENTS AND REPRESENTATIVES AND ANY OTHER OWNER WHOSE PROPERTY IS USED AS PART OF THE RECREATIONAL FACILITIES (COLLECTIVELY, THE "RELEASED PARTIES") FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, AND CAUSES OF ACTION WHATSOEVER ARISING OUT OF OR RELATED TO ANY LOSS, DAMAGE, OR INJURY, INCLUDING DEATH, THAT MAY BE SUSTAINED BY ME OR THE USERS OR LOSS OR DAMAGE TO ANY PROPERTY BELONGING TO ME OR THE USERS ARISING OUT OF OR RELATED TO MY OR THE USERS' USE OF ANY OF THE RECREATIONAL FACILITIES OR PARTICIPATION IN THE SPORTS ON HOA PROPERTY OR THE PROPERTY OF ANY OWNER.

**2. Indemnification.** In consideration of my ongoing use of the Recreational Facilities, I ALSO AGREE TO INDEMNIFY, DEFEND, AND HOLD THE HOA AND ANY APPLICABLE PROPERTY OWNER(S) HARMLESS FROM AND AGAINST ANY LOSS, DAMAGE, CLAIMS, SUITS OR CAUSES OF ACTION RELATED TO OR ARISING OUT OF ANY INJURY TO OR SUSTAINED BY ME, MY SPOUSE, MY FAMILY AND ANY USER IN CONNECTION WITH ANY USE OF THE RECREATIONAL FACILITIES BY ME, MY SPOUSE, MY FAMILY AND/OR ANY USER REGARDLESS OF WHERE ANY SUCH DAMAGE, CLAIM, OR INJURY OCCURS ON WOLF CREEK RANCH (E.G., ON HOA PROPERTY OR THE PROPERTY OF ANY OWNER). THIS APPLIES WITHOUT LIMITATION TO ANY INJURY OR HARM OF ANY NATURE SUFFERED BY ANYONE AS A RESULT OF MY USE OF THE RECREATIONAL ACTIVITIES OR PARTICIPATION IN SPORTS.

**3. Choice of Law, Forum and Attorney Fees.** This Agreement shall be construed and enforced according to the laws of the State of Utah, without reference to conflicts of law principles. Any action brought to construe, interpret or enforce the terms of this Agreement may only be brought in the state or federal courts residing in Wasatch County, State of Utah. In the event of any claim, action, or lawsuit to enforce, modify, interpret, invalidate, rescind, or set aside any term or provision of this Agreement, the prevailing party shall be entitled to an award of its costs and expenses, including reasonable attorneys' fees, incurred as a result of such claim, action, or lawsuit including any appeals resulting therefrom.

**4. Acknowledgment.** I have reviewed this waiver, release and indemnity with my spouse and with each of my guests and invitees constituting Users hereunder. I have made them aware of the risks and dangers described herein, and I have made each of them aware of the applicable consent, waiver, release and indemnity covenants I have made concerning my, and their, use of the Recreational Facilities.

If you are participating in equestrian activities, the following additional applies:

The owners of this facility are not liable for accidents that may occur as a result of inherent risks associated with use of this facility, barn and/or arena for equine and/or livestock type activities as per Utah State Law (Section 78-27B-101).

If any provision herein is found to be unenforceable, it shall be severed from the agreement and shall not affect the validity of any other provision hereof.

SIGNED on: \_\_\_\_\_, 20\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Guest Of: \_\_\_\_\_ Lot #: \_\_\_\_\_