

# Release Agreement Waiver and Release

Release executed on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,  
(DAY) (MONTH) (YEAR)  
by \_\_\_\_\_ (the 'Releasor') of \_\_\_\_\_,  
(SELF/PARENT OR GUARDIAN) (NAME/MINOR NAME)

\_\_\_\_\_  
(MAILING ADDRESS) (CITY) (STATE) (ZIP)  
(\_\_\_\_\_) - \_\_\_\_\_, \_\_\_\_\_  
(PHONE) (EMAIL ADDRESS)

to Bret and RaAnn Heiner, DBA Hat Creek Outfitters LLC at East Canyon Resort (the 'Releasee') of 4700 S Hwy 66, MORGAN, UT 84050.

I, the Releasor, being of lawful age or being the minor's Parent/Legal Guardian, in consideration of being permitted to participate in Horseback riding, and any other Equine activities or other such Activities scheduled for the following dates:

**TODAY'S DATE:** \_\_\_\_\_/\_\_\_\_\_/\_\_20\_\_, and run and/or operated by the Releasee,

WAIVE, RELEASE, and DISCHARGE the Releasee, his heirs, executors, administrators, legal representatives and assigns from all liability for or by reason of any damage, loss or injury to person and property, even injury resulting in the death of the Releasor, which has been or may be sustained in consequence of the Releasor's participation in the activity described above, and notwithstanding that such damage, loss or injury may have been caused solely or partly by the negligence of the Releasee.

I hereby acknowledge and agree that I have carefully read this Waiver and Release agreement, that I fully understand same, and that I am freely and voluntarily executing same.

By signing this release I will be forever prevented from suing or otherwise claiming against the Releasee for any property loss or personal injury that I may sustain while participating in or preparing for the above noted activity.

I have been given the opportunity and have been encouraged to seek independent legal advice prior to signing this Waiver and Release agreement.

I understand that I would not be permitted to participate in the above noted activity unless I signed this Waiver and Release agreement.

I understand that this Waiver and Release agreement is binding on me, my spouse, my heirs, my executors, administrators, personal representatives and assigns.

I acknowledge that I do not have any physical limitations, medical ailments, physical or mental disabilities that would limit or prevent me from participating in the above mentioned activity, and, if required, will obtain a medical examination and clearance.

This release contains the entire agreement between the parties to this release and the terms of this release are contractual and not a mere recital.

This Waiver and Release Agreement will be construed in accordance with and governed by the laws of the State of Utah and it is acknowledged by the Releasor to be as broad and inclusive as permitted by the laws of these jurisdictions.

I HAVE READ AND UNDERSTAND THIS AGREEMENT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEE(S).

\_\_\_\_\_, \_\_\_\_\_  
(PRINT NAME) (SIGNATURE)

Relationship to minor if applicable \_\_\_\_\_

The Releasor has executed this Waiver and Release at \_\_\_\_\_,

County, \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

SIGNED, SEALED AND DELIVERED in the presence of:

\_\_\_\_\_  
WITNESS:

**PAYMENT INFORMATION**

Total \$ \_\_\_\_\_

Check # \_\_\_\_\_

Date \_\_\_\_\_

Amount Pd \$ \_\_\_\_\_

Cash \_\_\_\_\_