

RELEASE OF LIABILITY, ASSUMPTION OF RISK,
AND INDEMNIFICATION AGREEMENT

The Lytle Ranch Preserve (hereinafter "LRP"), located in southwestern Utah, **is a remote field station with limited communication options**. It is owned and operated by Brigham Young University ("BYU").

Lytle Ranch Preserve ("LRP") Hazards and Associated Risks

There are certain known and unanticipated risks, conditions, and dangers inherent in any participation in activities and/or use of LRP facilities, premises, and properties, regardless of all feasible safety measures which can be taken. Such risks cannot be eliminated without jeopardizing access to and use of the LRP facilities and premises. Participating in activities and/or use of LRP facilities, premises, and properties **COULD RESULT IN PHYSICAL OR EMOTIONAL INJURY, PARALYSIS, OR DEATH** to the visitor/guest or to third parties or damage to property.

This document is to warn LRP visitors and guests that dangerous conditions, risks, and hazards do exist on the premises. Participating in activities and/or use of LRP facilities and premises on rural property such as the LRP premises have both known and unknown hazards and risks and can result in injury or property damage to the person/persons involved in these activities.

General known hazards and risks include, but are not limited to the following: *adverse weather events, thunder, lightning, rain, wind, heat, arid conditions, action or reactions of wild or domestic animals, reptiles, and insects; irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape; dangers from ongoing construction; fires; explosions; chemical exposures and burns; exposure to high voltage electricity; exposure to pathogens; equipment malfunctions; encountering trees, limbs, brush, rocks, structures, ropes, barriers, or other man made or naturally occurring obstacles; encountering unpredictable terrain such as varying steepness, mud, holes, gravel, and other unstable ground surfaces; contact with plants, animals, reptiles, or insects that could result in stings, bites, allergies, and associated diseases; unavailability of timely first aid or emergency treatment; and the potential negligence of other guests or persons.*

No warranty, either expressed or implied, is made by BYU or its LRP as to the conditions of the LRP

My visit to the LRP and/or participation in any LRP activity is optional. By choosing to participate in activities, visit, occupy, or otherwise use LRP facilities and premises, I assume all risks, known or unanticipated, associated with the activity, facilities, or premises. As a visitor/guest of LRP and as a part of the lawful consideration for being permitted by BYU and its LRP to access and use the facilities and premises, I hereby agree to the following:

1. Hazards and Associated Risks. I have reviewed the above Lytle Ranch Preserve Hazards and Associated Risks. I understand that:
 - the LRP facilities and premises are remote and inherently hazardous, and I may be exposed to dangers and hazards, including but not limited to those described above;
 - it is not possible for LRP to list or describe all the hazards or risks associated with the LRP facilities and premises;

- as a consequence of all listed and unlisted risks, I may be seriously hurt or disabled or may die from the resulting injuries, and my property may also be damaged;
 - LRP supervision, hospital facilities, qualified medical care, and emergency medical evacuation are limited or may be unavailable during my stay at the LRP facilities and premises; and
 - LRP assumes no responsibility for paying for any medical care that I incur as a result of my visit to or occupation of the Lytle Ranch Preserve, properties, and/or participation in any LRP activities, and I will be required to pay for all medical care and/or evacuation that I incur in association herewith.
2. Assumption of Risks. I hereby freely assume the risk of harm, injury or loss (or death) that may occur to me or my property as a result of my visit to or occupation of the LRP premises, properties, and/or participation in any LRP activities or during any transportation to or from the LRP, including, without limitation, any harm, injury, loss or death caused by the negligence of LRP, its employees and officers, its contractors, and other guests, and any harm, injury, loss, or death that may occur as a result of my failure to abide by LRP policies and rules. I also understand that any equipment that I provide or that is provided by LRP I use at my own risk and that any such equipment is provided without any warranty or other assurance about its condition or suitability.
3. Release of Liability. I hereby RELEASE BRIGHAM YOUNG UNIVERSITY AND ITS LRP, its contractors, the providers of any equipment or use permits, and their respective employees, officers, and directors (collectively, the "Released Parties") FROM ALL LIABILITIES, CAUSES OF ACTION, CLAIMS, AND DEMANDS that arise in any way from any injury, death, loss, or harm that occur to me or to any other person or to any property during my visit or occupation of the LRP facilities, properties, and/or participation in any LRP activities, including, without limitation, during transportation to or from the LRP. This release includes claims for the negligence of the Released Parties and claims for strict liability for abnormally dangerous activities. This release does not extend to claims for gross negligence or intentional or reckless misconduct, to the extent that Utah law does not permit liability for such actions to be released by agreement. I also agree not to sue or make a claim against the Released Parties for death, injuries, loss, or harm that occur during my visit or occupation of the LRP premises, properties, and/or participation in any LRP activities.
4. Indemnification, Hold Harmless, and Defense. I hereby promise to INDEMNIFY, HOLD HARMLESS, AND DEFEND the Released Parties (defined in Section 3) from and against any and all claims, liabilities, damages, expenses (including, without limitation, reasonable attorney's fees), judgments, proceedings, and causes of action of any kind whatsoever for injury to or death of any person or damage to any property resulting from my conduct, acts, or omissions, and from the negligent acts or omissions of the Released Parties. I agree that in the event of my death or disability, the terms of this document, including, without limitation, the indemnification obligations in this Section, will be binding on my estate, and my personal representative, executor, administrator, or guardian will be obligated to respect and enforce them.
5. Agreement to Abide by LRP Rules and Policies. I agree to abide by the posted LRP rules and policies, including future rules and policies. Specifically, I acknowledge that I have read and understand and agree to abide by the "Scheduling Information, Use Policies and Procedures, and Fee Schedules for the Lytle Ranch Preserve" (as posted at <https://lytle.byu.edu/>), which is expressly incorporated herein by reference.

6. Independent Contractors. I acknowledge that LRP has no control over and assumes no responsibility for the actions of any independent contractors providing any goods or services to the LRP facilities or premises.

7. Insurance. I certify that I have appropriate health insurance to cover any injury or damage I may cause or suffer while at the LRP, or else I agree to bear the costs (including all attorney's fees and hospital and medical expenses) of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have. I hereby assume full responsibility for any loss, liability, bodily injury, property damage or loss, or cost, arising out of my, my family members, my minors or my guests during my/our visit or occupation of the LRP facilities or properties, and/or participation in any LRP activities.

8. Severability. I agree that the purpose of this document is that it shall be an enforceable release of liability and indemnity as broad and inclusive as is permitted by Utah law. I agree that if any portion or provision of this document is found to be invalid or unenforceable, then the remainder will continue in full force and effect. I also agree that any invalid provision will be modified or partially enforced to the extent permitted by law to carry out the purpose of this document.

9. Applicable Law and Forum. This document shall be governed by and construed in accordance with the laws of the State of Utah. Any dispute arising from this document shall be brought only in a court of competent jurisdiction in Salt Lake City, Utah.

I have fully informed myself of the contents of this document by reading it before signing it.

Signature of GUEST: _____ Date: _____

Name Printed: _____

If the participant is a minor, signature of a parent or legal guardian is required below:

In consideration of the minor child being permitted to visit the LRP facilities and property, I accept and agree to the full contents of this document. I also agree to RELEASE, HOLD HARMLESS, INDEMNIFY, AND DEFEND the Released Parties (defined in Section 3) from all liabilities and claims that are brought by, or on behalf of, the minor child and that arise in any way from any injury, death, loss, or harm that occurs to the minor child during, or in any way related to, his/her visit, even if arising from the negligence of BYU or the LRP, to the fullest extent permitted by law.

Parent / Guardian Signature: _____ Date: _____

Name of Minor Printed: _____

(Unless otherwise specified, these terms and conditions are applicable for the duration of the calendar year in which the agreement is signed)