

# ANABRANCH SOLUTIONS, LLC.

## RELEASE AND WAIVER OF LIABILITY

PLEASE READ CAREFULLY!  
THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS!

In consideration of my acceptance as a participant in the activities sponsored by Anabranh Solutions, and the services and amenities provided by Anabranh Solutions, I agree to the following:

**Release and Waiver:** I hereby release from liability, indemnify and hold harmless Anabranh Solutions, its officers, directors, owners, agents, volunteers, activities coordinators, sponsors, suppliers, supporters, members, managers, landowners, other affiliated organizations, and their employees and agents (collectively "Anabranh Solutions Parties") from any and all claims that I may now have or which I may hereafter have for property damage, injury, illness, or death which I may suffer or for which I may be liable to others, arising out of or in any way connected with my participation in any activities associated with Anabranh Solutions Parties ("Activities"). I understand that this release and waiver of liability applies to all claims, including negligence by Anabranh Solutions Parties, under any theory of recovery except claims based upon intentional misconduct.

**Activities:** I understand the Activities include, but are not limited to: hiking, planting, pulling weeds, construction, heavy lifting, use of power tools and other tools that cause injury, use of chemicals like pesticides or stains, use of any type of vehicle including all-terrain vehicles, boats and transportation to and from the Activity site, and environmental hazards including, but not limited to: uneven terrain, rivers and streams, falling branches or trees, inclement weather, reaction to plants or insects, harm resulting from contact with animals, etc.

**Safety:** I understand that during my participation in the Activities, I may be exposed to a variety of hazards and risks, foreseen or unforeseen, which are inherent in the Activities and I appreciate that I may have to exercise extra care for my own person and for others around me in the face of such hazards. If the activity involves uses of boats, I agree that I am aware of and will comply with applicable boating safety requirements, including portable flotation device and noisemaking device requirements. I agree to read, listen to, and follow all safety instructions presented in conjunction with the Activities; to use good judgment based on physical ability and to immediately terminate participation in the activity if activities become too difficult or if for any other reason I feel uncomfortable. If I decide to leave early and not to complete the Activities as planned, I assume all risks inherent in my decision to leave and waive all liability against Anabranh Solutions Parties arising from that decision. Likewise, if the Activities coordinator has concluded the Activities, and I decide to go forward without the Activities coordinator, I assume all risks inherent in my decision to go forward and waive all liability against Anabranh Solutions Parties arising from that decision.

**Assumption of the Risk:** I understand the Activities include work that may be hazardous, and I hereby expressly and specifically assume the risk of injury or harm in the Activities and release Anabranh Solutions Parties from all claims of liability for property damage, injury, illness, or death resulting from the Activities, including claims under a theory of negligence.

**Medical Care:** I understand that there may not be rescue or medical facilities immediately available for the injuries I may suffer from the hazards and risks to which I may be exposed while traveling to or participating in the Activities, and I agree that I am responsible for my own medical care. However, if I do receive medical care in the event of an emergency (for instance, if I am unconscious) I do release Anabranh Solutions Parties from any and all claims resulting from any first aid, treatment, or service rendered as well as any costs associated therewith.

## ANABRANCH SOLUTIONS, LLC.

**Insurance:** I understand Anabranh Solutions Parties do not provide any health, medical, or disability insurance for participants ("Participants") in the Activities.

**Photographic Release:** I hereby grant and convey unto Anabranh Solutions Parties all rights, title, and interest in any and all photographic images and video or audio recordings made by Anabranh Solutions Parties during the Activities with Anabranh Solutions, including but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings. I grant permission to Anabranh Solutions to use photographs taken by and/or of me for use in publications, including websites or other electronic forms or media, and to offer the photographs for use or distribution in all manners, for advertising, trade, promotional and other related lawful purposes without notifying me and without compensation being paid to me.

**Volunteer:** I intend to participate in the Activities with Anabranh Solutions Parties, and I understand I will receive no compensation, pay, or remuneration for my services by Anabranh Solutions Parties. I also understand Anabranh Solutions Parties does not provide worker's compensation insurance for Participants.

**Jurisdiction:** I understand this Release and Waiver of Liability ("Waiver") is governed by Utah law and I agree the exclusive jurisdiction over claims will be in Utah State Courts.

**Severability:** I agree if any part of this Waiver is determined to be unenforceable, it is intended that all other terms be enforced.

I HAVE READ AND UNDERSTAND THIS AGREEMENT IN ITS ENTIRETY PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS WAIVER, I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I AND/OR MY HEIRS MAY HAVE AGAINST ANABRANCH SOLUTIONS PARTIES, INCLUDING ANY CLAIMS FOR NEGLIGENCE OF ANABRANCH SOLUTIONS PARTIES. I NEVERTHELESS ENTER INTO THIS AGREEMENT FREELY AND VOLUNTARILY AND AGREE IT IS BINDING UPON ME, MY HEIRS, ASSIGNS, AND LEGAL REPRESENTATIVES. BY SIGNING BELOW, I CERTIFY THAT I AM AT LEAST 18 YEARS OLD AND PHYSICALLY FIT TO PARTICIPATE IN THE ACTIVITIES. IF I AM SIGNING AS A PARENT OR GUARDIAN OF SOMEONE UNDER 18 YEARS OLD, I ACKNOWLEDGE THAT I MAKE THIS AGREEMENT ON BEHALF OF MY MINOR CHILD.

Participant's Signature	Participant's printed name	Date
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Parent/Guardian's signature (for participants under 18)	Parent/Guardian's printed name	Date
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Full Address	Phone number
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Emergency Contact Name / relationship	Phone number
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Event Name & Location: \_\_\_\_\_

Event Leader: \_\_\_\_\_