# LIABILITY WAIVER AND RELEASE AGREEMENT STARGAZER RANCH UTAH LLC

#### PLEASE READ CAREFULLY. THIS IS A RELEASE OF LIABILITY AND A WAIVER OF CERTAIN LEGAL RIGHTS.

#### 1. Parties:

	This	Liability	Waiver an	id Release A	greement	("Agreement")	) is entered into b	y and between:
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•	Participant:					
	Address:					
	Date:					

• Stargazer Ranch Utah LLC ("Company") and its owners, agents, employees, representatives, assigns, and affiliates (collectively, the "Released Parties").

## 2. Assumption of Risk:

I, the undersigned Participant, acknowledge that participation in activities at Stargazer Ranch involves inherent risks, including, but not limited to, risks of personal injury, property damage, or death. I voluntarily choose to participate in these activities, fully accepting and assuming all risks, whether known or unknown.

#### 3. Waiver and Release:

In consideration of being allowed to participate in activities at Stargazer Ranch, I hereby release, waive, discharge, and hold harmless Stargazer Ranch Utah LLC and its owners, agents, employees, representatives, assigns, and affiliates from any and all claims, liabilities, damages, costs, or expenses, including, but not limited to, injury, death, or property damage, arising from or related to my participation in any activity on the premises.

#### 4. Indemnification:

I agree to indemnify and hold harmless the Released Parties from any and all claims, actions, damages, costs, or expenses, including attorney fees, brought by any third party due to my negligence or intentional misconduct while participating in activities at Stargazer Ranch.

#### 5. Medical Treatment:

I hereby consent to receive medical treatment, which may be deemed advisable in the event of injury, accident, and/or illness during my participation in activities at Stargazer Ranch. I also agree to be solely responsible for all costs related to such medical treatment.

# 6. Governing Law:

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Utah.

## 7. Severability:

If any part of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

# 8. Acknowledgment of Understanding:

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING MY RIGHT TO SUE. I ACKNOWLEDGE THAT I AM SIGNING THIS AGREEMENT FREELY AND VOLUNTARILY AND INTEND BY MY SIGNATURE TO PROVIDE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Participant Signature:	
Printed Name:	
Date:	
Parent/Guardian Signature (if Participant is under 18):	
Printed Name:	
Date:	