

**WAIVER AND RELEASE OF LIABILITY
AND INDEMNITY AGREEMENT**

I know that entry on property known as the Kanarraville Falls Hiking Area in Iron County, Utah (Subject Property) is at my own risk. I assume all risks associated with entry, including but not limited to, falls, contact with other people, effects of weather, including heat and/or humidity, the conditions of the hiking areas of the subject property, and all such risks known and appreciated by me.

WAIVER: In consideration of being permitted to enter subject property. I for myself, my heirs, personal representatives, and assigns, do hereby release, waive, discharge, and covenant not to sue the Town of Kanarraville, or its officers, employees, agents and volunteers from any and all claims or liabilities including, but not limited to, personal injury, accidents or illness (including death), and property loss resulting in personal injury, accident or illness (including death), and property loss arising from, but not limited to, entry to such property.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT: I also agree to indemnify and hold harmless Kanarraville Town, and its officers, employees, agents, and volunteers from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney fees brought as a result of my involvement in visiting the subject property and to reimburse them from any such expenses incurred by them from my entry on the subject property.

SEVERABILITY: The undersigned further expressly agrees that the forgoing Waiver and Release of Liability and Indemnity Agreement is intended to be as broad and inclusive as may be permitted by the laws of the State of Utah, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue to be in full legal force and effect.

IMPORTANT: I have read this Waiver and Release of Liability and Indemnity 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 the agreement freely and voluntarily, and intend this agreement by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law, of the Town of Kanarraville, its officers, agents, employees, and volunteers.

DATED: _____

(Signature of Applicant)