IN CONSIDERATION of being permitted to enter, for any purpose, [including engaging in, or the intent to engage in, any activity involving livestock or animals or interacting with any livestock or animals located on or within the ZION WRIGHT FAMILY RANCH boundaries ("AREA"), including, but not limited to, real property, buildings, parking lots, driveways, walkways, corrals, fenced areas, boundaries including, but not limited to ledges and/or cliffs within the Area--and other areas appurtenant to any area where any activity relating to the businesses of ZION WRIGHT FAMILY RANCH and/or WILLIAM DELL WRIGHT and/or EVELYN S. WRIGHT

jointly or individually may take place (parties collectively known as "RELEASEE")], THE UNDERSIGNED, for himself/herself, his/her personal representatives, heirs, and next of kin, acknowledges, agrees, and represents that he/she has, or will, immediately upon entering any of the AREA and continuously thereafter, inspect such AREA and all portions thereof upon which he/she enters and with which he/she comes in contact, and he/she does further warrant that his/her entry upon such AREA constitutes an acknowledgement that he/she has inspected the AREA and that he/she finds and accepts the same as being safe. The *UNDERSIGNED* agrees that if, at any time, the UNDERSIGNED is in or about any AREA owned or co!!trolled by RELEASEE and the UNDERSIGNED sees or may presume any animal or real or personal property to be unsafe, the UNDERSIGNED will *immediately* notify RELEASEE of the concern for safety and well-being of the UNDERSIGNED and *will leave the AREA in question immediately*

until UNDERSIGNED's concerns have been addressed.

The UNDERSIGNED does further:

- 1. HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT not to sue the owners, agents, employees and/or any representatives thereof and does hereby hold them harmless from any liability to the UNDERSIGNED, his/her personal representatives, assigns, heirs, and next of kin for any and all loss or damage, and any claim or demands therefor on account of injury to the person or property or resulting in the injury or death of the UNDERSIGNED, whether caused by the action, non-action and/or negligence of the UNDERSIGNED, while the UNDERSIGNED is in or upon the AREA;
- HEREBY ASSUMES FULL RESPONSIBILITY FOR RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the action, non-action and/or negligence of UNDERSIGNED while in or upon the above described AREA;
- 1. EXPRESSLY AGREE that the foregoing Release, Waiver, and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Utah, and that if any portion thereof is held invalid, it is agreed that the balance of the Agreement shall, notwithstanding, continue in full legal force and effect. Should a dispute occur between UNDERSIGNED and RELEASEE, venue shall be

in Washington County, State of Utah. Prevailing party shall be entitled to actual attorney fees and costs.

THE UNDERSIGNED HAS READ AND VOLUNTARI LY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further

agrees that no oral representations, statements or inducements apart from the above written Agreement have been made and that he/she voluntarily accepts the risks inherent at the above described location.

BEING INVOLVED WITH LIVESTOCK OF ANY KIND IS AN INHERENTLY DANGEROUS ACTIVITY. THE UNDERSIGNED FULLY UNDERSTANDS THAT HE/ SHE MAY BE INJURED OR KILLED WHILE INTERACTING IN ANY CAPACITY WITH LIVESTOCK AT THE AREA AS DEFINED IN THIS RELEASE AND WAIVER OF LIABLITY. EVEN WITH THAT UNDERSTANDI NG, UNDERSIGNED RELEASES ZION WRIGHT FAMILY RANCH, WILLIA M DELL WRIGHT A ND/OR EVELYN S. WRIGHT (RELEASEE), JOINTLY AND SEVERELY AND ANY EMPLOYEES, AGENTS, VOLUNTEERS AND/OR REPRESENTATIVES HEREIN THAT MAY BE INVOLVED IN ANY INCIDENT, ALLEGED TO CAUSE AN ACCIDENT OR FATAL INJURY, INCLUDING ANY AND ALL INSURANCE POLICIES ACTUALLY OR ALLEGED TO BE IN PLACE DURING UNDERSIGNED'S PRESENCE AT THE AREA AND INVOLVED WITH LIVESTOCK OR WITHIN THE AREA, AS DEFINED ABOVE AND DO HEREBY HOLD THE ABOVE NAMED ENTITIES HARMLESS FROM ANY LIABILITY TO UNDERSIGNED, AND HIS/HER PERSONAL REPRESENTATIVE(S), ASSIGNS, HEIRS AND NEXT OF KIN FOR ANY AND ALL PHYSICAL LOSS AND/OR DAMAGE ALLEGEDLY CLAIMED TO HAVE OCCURRED WITHIN TI-IE AREA OR INVOLVED WITH LIVESTOCK WHILE UNDERSIGNED IS PERMITTED WITHIN THE AREA.

I HAVE READ THIS DOCUMENT AND I UNDERSTAND IT TO BE A RELEASE OF ANY AND/OR ALL MY CLAIMS, AND I HEREBY VOLUNTARILY RESERVE AND MY NAME EVIDENCING MY ACCEPTANCE OF THE ABOVE PROVISIONS. IF UNDERSIGNED DOES NOT UNDERSTAND THE TERMS OF THIS AGREEMENT, PLEASE TAKE IT TO AN ATTORNEY FOR LEGAL ADVICE. BY SIGNING THIS AGREEMENT YOU ARE CHOOSING TO WAIVE IMPORTANT RIGHTS FOR ANY LOSS OR DAMAGE YOU MAY EXPERIENCE DURING YOUR EXPERIENCE AT ZION WRIGHT FAMILY RANCH.