



RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNIFICATION, AND DISCLOSURE AGREEMENT

Wandering Willows Nature School, LLC

- (1) Wandering Willows Nature School, LLC ("WWNS") is a Utah Limited Liability Company. WWNS has a large portion of clients that are minor children. Those children are often very young and have had no previous nature school experience. Whitney Jensen ("WJ") provides a nature school experience on behalf of WWNS.
- (2) "Client," as used in this Agreement, includes the party that is actually participating in a nature school experience and the parent and/or legal guardian of the minor child and/or protected party if the party participating in a nature school experience is a minor child and/or a protected party that has a legal guardian.
- (3) The "Activity" referred to in this Agreement encompasses outdoor activity, a nature school experience, and any related conduct in or around the outdoor area. Client acknowledges and agrees that WWNS makes no promises or warranties regarding the outcome or success of participation in the Activity. Both parties acknowledge the inherent dangers of this Activity, including property damage, bodily injuries, disability, drowning, and death. Client acknowledges that any health conditions or disabilities may increase these risks. Client agrees not to hold WJ liable for direct or indirect damages resulting from methods used during the Activity. Client is responsible for identifying and disclosing any health conditions prior to participation, including obtaining medical evaluation if necessary. Client also acknowledges that disability or other health conditions may limit participation in the Activity. Additionally, Client acknowledges the potential exposure to falling rocks, inclement weather, slippery walkways or terrain, uncertain trail conditions, trip hazards, hostile or aggressive animals/wildlife, falls, skin cuts or scrapes, sprains, bone fractures, concussions, plant allergens or other irritants, biting or stinging insects, negligence of others, temporary or permanent injuries, and/or death. When participating in the Activity, Client recognizes that in handling and being in the presence of animals, including livestock, domestic animals, and wildlife, there does exist a risk of injury including physical harm, injury, disability, or death caused by the animals or the transmission of disease therefrom. Despite these risks, Client wishes to proceed with the Activity. **BY SIGNING ON BEHALF OF A MINOR/INFANT OR OTHER CLIENT, I REPRESENT THAT I AM AUTHORIZED TO SIGN ON CLIENT'S BEHALF and/or I AM THE PARENT OR LEGAL GUARDIAN OF THE MINOR/INFANT CLIENT and acknowledge that Client is bound by all the terms of this Agreement.**
- (4) Client represents that they are in good health without any physical or mental condition that would create an unreasonable risk of harm to self, to the representatives of WWNS, or to any other participant in the Activity. In the event of illness, injury, and/or accident, Client authorizes WJ or any WWNS representative to act on their behalf to approve any and all non-emergency or emergency treatment and are authorized to sign any and all medical release or required form(s) on Client's behalf. Client authorizes the representatives of WWNS to provide Client with emergency medical treatment, knowing that neither WWNS nor its representatives are medical professionals, and Client releases WWNS from any tort liability resulting from such medical treatment. Client accepts full financial responsibility for any medical expense or treatment which may result from participating in the Activity.
- (5) Assumption of Risk above Inherent Dangers and Waiver of Liability. Client expressly acknowledges and assumes all inherent risks and dangers that may result in property damage, physical injury and/or death, which may be above and beyond the inherent dangers and risks of the Activity, including but not limited to: bodily damage due to exposure to wildlife; the negligence or failure of Client, WWNS Owner(s), employee(s) and/or agents(s) to act safely or within their own ability in regard to the Activity; Client's health condition, physical exertion, exhaustion, dehydration, hypothermia, altitude sickness, or frostbite or heat exhaustion; and/or mental distress from exposure to any of the above. **I UNDERSTAND THAT THE DESCRIPTION OF THE RISKS IN THIS AGREEMENT IS NOT COMPLETE AND VOLUNTARILY CHOOSE FOR CLIENT TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE ACTIVITY AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM, WHETHER OR NOT DESCRIBED HERE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE.**
- (6) In consideration of allowing Client to participate in the Activity, I agree, to the greatest extent permitted by law, to waive any and all claims against, and to hold harmless, release, indemnify, and agree not to sue WWNS, its affiliated companies and/or subsidiaries, the property owner, and all related parties ("Released Parties"). This includes any injury, including death, loss, property damage, or expense that I or the participant may suffer, arising in whole or in part out of Client's participation in the Activity, regardless of whether such claims are based on alleged or actual gross negligence, breach of contract, breach of warranty, breach of statutory duty of care, or any other duty of care. This waiver covers all known and unknown claims, including those not mentioned in this release and those resulting from any prior events. Furthermore, I agree to pay all costs,



including attorneys' fees, incurred by any Released Party in defending an investigation, claim, or lawsuit brought by or on Client's behalf, arising from Client's participation in any Activity or from any misrepresentations or fraudulent execution of this agreement. Any claims for loss, injury, and/or death arising from Client's participation in the Activity shall be governed by the laws of the State of Utah, and exclusive jurisdiction for any such claim shall be in a court of competent jurisdiction in the State of Utah.

ACCEPTANCE OF TERMS AND CONDITIONS SET FORTH ABOVE

MINOR/INFANT CLIENT INFORMATION - Requires a parent and/or guardian to complete, sign and Date Below:

Minor #1 (Last name, First name, Middle Initial – Print) / (Date of Birth MM-DD-YY)

Minor #2 (Last name, First name, Middle Initial – Print) / (Date of Birth MM-DD-YY)

Minor #3 (Last name, First name, Middle Initial – Print) / (Date of Birth MM-DD-YY)

ADULT/PARENT/GUARDIAN CLIENT INFORMATION - Requires a parent and/or guardian to complete, sign and Date Below:

Adult #1 (Last name, First name, Middle Initial – Print) / (Date of Birth MM-DD-YY) / (Relation)
