

RELEASE OF LIABILITY

READ CAREFULLY- THIS AFFECTS YOUR LEGAL RIGHTS

WHEREAS, this waiver pertains to certain voluntary activity associated with the Iron County Sheriff's Office, which activity has certain accompanying risks; and

WHEREAS, the signor of this waiver indicated a desire to participate as a volunteer for and with the Iron County Sheriff's Office; and

WHEREAS, the Iron County Sheriff's Office has no objection to the volunteer's participation in certain activities, but seeks to clarify the waiving of certain liability between the volunteer and the Iron County Sheriff's Office.

NOW THEREFORE, in anticipation of ______ activity with the Iron County Sheriff's Office,

I, _____, of _____, nd _____, nd ____,

Agree to the following:

- 1. ASSUMPTION OF THE RISKS AND RELEASE. I recognize that there are certain inherent risks associated with the above-described activity and I assume full responsibility for personal injury to myself and further release and discharge Iron County for injury, loss, or damage arising out of my voluntary participation, whether caused by myself, an assisting party, Iron County, or other third parties.
- 2. INDEMNIFICATION. I agree to indemnify and defend Iron County against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my voluntary participation.
- 3. APPLICABLE LAW. Any legal or equitable claims that may arise from participation in the above shall be resolved under Utah law.
- 4. NO DURESS. I agree and acknowledge that I am under no pressure or duress to sign this waiver and that I have been given a reasonable opportunity to review it before signing. I further

agree and acknowledge that I am free to have my own legal counsel review this waiver if I so desire.

- a. I (\Box AM) (\Box AM NOT) signing this waiver with the advice of legal counsel and am satisfied with my decision to proceed with the execution of this waiver.
- 5. DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using Alternative Dispute Resolution (ADR) procedure, and be submitted to mediation. If mediation is not successful, any outstanding issues will be submitted to final and binding arbitration.

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

By:_____ Date:_____

Date:

SIGNATURE OF LEGAL COUNSEL (IF APPLICABLE)

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