

## **RECREATIONAL ACTIVITY RELEASE AND INDEMNITY AGREEMENT**

This RECREATIONAL ACTIVITY RELEASE AND INDEMNITY AGREEMENT (RELEASE) is voluntarily and knowingly entered into by \_\_\_\_\_, hereinafter GUESTS and Diamond Crater Ranch, its owner, employees, and representatives, hereinafter collectively referred to as AGENT.

This document is a full release and indemnity agreement whereby GUESTS are releasing and indemnifying AGENT from various inherent risks, known and unknown involving various recreational activities including, but not limited to, horses and horse-type activities and further releasing AGENT from GUESTS negligence, if any, and, further releasing AGENT from any results of the inherent risks and GUESTS negligence, such results including, but not limited to, property damage, bodily and personal injury, illness, paralysis, or death.

For and in consideration of the monies paid, agreements contained in this document, and your participation in AGENTS amenities, GUESTS do hereby completely release, acquit, and forever release and discharge AGENT, their successors, personal representatives, and assigns of and from any and all actions, claims, demands, obligations, causes of action, damages, costs, loss of services, expenses, attorneys' fees, and compensation of any kind or nature whatsoever on account of or in any way growing out of, or which in the future may result from, property damage, bodily and personal injuries, illnesses, paralysis, and death to you or members of your family as a result of participation in AGENTS amenities or in conjunction with recreational activities or AGENTS NEGLIGENCE. This RELEASE includes, but is not limited to, all claims or causes of action whether based on a tort, contract, or any other theory of recovery, which the GUESTS now has or which may hereafter accrue or may otherwise be acquired on account of or may in any way grow out of any recreational activities including, but not limited to, any and all claims for emotional distress, loss of consortium, loss of companionship, loss of income, bodily or personal injury to GUESTS, or members of GUESTS family, or an wrongful death claim or punitive damage or any other claim of GUESTS, representatives or heirs which have resulted or may result from the recreational activities, acts, omissions, or NEGLIGENCE of AGENT.

GUESTS further stipulate and agree in further consideration, to fully indemnify and hold forever harmless AGENT against loss from any and all claims, demands, or actions which may hereinafter or at any time be made or brought against AGENT by any person or entity who has made, or agreed to make payments on GUESTS behalf for any medical expenses or any other obligations incurred by GUESTS as a result of property damage, bodily and personal injury, illness, paralysis, and/or death to GUESTS or any members of GUESTS family arising out of AGENTS activities. GUESTS further agree and stipulate to indemnify and hold forever harmless AGENTS against loss from any and all further claims, demands, or actions which may hereinafter or at any time be made or brought against AGENTS by any person or entity who claims to have been damaged, or who asserts a claim as a result of property damage, bodily and personal injury, illness, paralysis, and/or death to GUESTS arising out of AGENTS activities.

GUESTS further stipulates and agrees to fully indemnify and hold forever harmless AGENTS from any action, claim, demand, obligation, cause of action, damages, costs, loss of services, expenses, and compensation of any kind or nature whatsoever on account of or in any way growing out of, or which in the future may result from property damage, bodily and personal injury, illness, paralysis, and/or death to any person, including minors and incompetents over

whom and for whom GUESTS has custody, control, and/or other legal responsibilities.

GUESTS acknowledge and agree that participation of AGENTS recreational activities and amenities is completely voluntary and GUESTS acknowledge all risks, known and unknown, accepts all risks, known and unknown, and assumes full responsibility for all risks, known and unknown, including, but not necessarily limited to, those risks identified in this RELEASE and acknowledges and accepts full responsibility for all property damage, bodily and personal injury, illness, paralysis, and death to GUESTS and/or members of GUESTS family.

Further, GUESTS represents:

GUESTS have completely and fully read this document, agreed to its terms, and been given ample opportunity to seek legal counsel to review and advise GUESTS as to the legal effect of this RELEASE and have been provided additional opportunities to ask questions and make inquiries of AGENTS regarding this RELEASE;

GUESTS warrant and represent he/she has no medical problems which might interfere with GUESTS participation in AGENTS amenities;

GUESTS are voluntarily participating in the recreational and horse activities with full knowledge of the activities and the risks involved;

GUESTS accept and assume the risks and legal responsibilities for any and all injuries and damages which may result from those risks associated with participation in recreational or horseback riding activities;

GUESTS warrant and represent that he/she can fulfill any physical requirements involved with recreational ranch activities;

GUESTS understand that the presence of or lack of AGENTS personnel is no assurance of GUESTS safety or lessen any risks assumed by GUESTS;

GUESTS warrant and represent that he/she has obtained adequate medical/disability/life insurance or other monies to cover losses to themselves or others.

This RELEASE shall not be canceled, modified, or changed in any manner except by the written agreement of both AGENTS and GUESTS. The invalidity of any portion of this RELEASE shall not affect the validity of the remaining RELEASE.

It is agreed that this RELEASE and its provisions shall be governed by the law of the State of OREGON, a state of the United States.

THE UNDERSIGNED GUESTS HAVE READ AND FULLY UNDERSTAND THIS RELEASE WHICH MUST BE COMPLETELY SIGNED AS INDECATED AND RETURNED WITH YOUR RESERVATION DATES AND DEPOSIT

X

\_\_\_\_\_  
SIGNATURE OF ADULT PARTICIPANT

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
DATE OF EXECUTION

I/We declare that I am (we are) the parent/legal guardian of \_\_\_\_\_, a minor, and am/are signing this RECREATIONAL ACTIVITY RELEASE AND INDEMNITY AGREEMENT on behalf of said minor. I/We hereby assume full legal responsibility for all expenses and liabilities of the above named participant and agree to hold Diamond Crater Ranch harmless from any and all liability for claims on behalf of said participant, and authorize

the use of appropriate medical treatment for said minor participant in the event of an injury.

\_\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_  
Parent(s)/Legal Guardian DATE