

**RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**  
**RUSH SPRINGS RANCH, LLC**

**IN CONSIDERATION** of being permitted to enter, for any purpose, RUSH SPRINGS RANCH, LLC and all of it's property, which is defined as including but not limited to any and all areas designated as RUSH SPRINGS RANCH, gravel pit, riding areas, campground, trails, ponds and other areas appurtenant to any area where any activity shall take place (collectively referred to as "RUSH SPRINGS RANCH"), and/or being permitted to compete, officiate, observe, work for, volunteer or for any purpose participate in or attend any activity that may take place at RUSH SPRINGS RANCH, the undersigned, for himself/herself, his/her personal representatives, heirs, and next of kin, acknowledges, agrees and represents the following:

- 1. INSPECTION.** The undersigned acknowledges that he/she has, or will immediately upon entering any RUSH SPRINGS RANCH area, and will continuously thereafter, inspect such RUSH SPRINGS RANCH areas, and all portions thereof which he/she enters and with which he/she comes in contact and does further warrant that his/her entry upon such RUSH SPRINGS RANCH area or areas and his/her participation, if any, in the activities, constitutes an acknowledgment that he/she has inspected such RUSH SPRINGS RANCH, that he/she finds and accepts the same as being safe and reasonably suited for the purposes of his/her use, and that he/she further agrees and warrants that if, at any time, he/she feels anything to be unsafe, he/she will immediately advise the RUSH SPRINGS RANCH staff of such and will leave the area.
- 2. RELEASE, WAIVER, AND COVENANT NOT TO SUE.** The undersigned releases, waives, and covenants not to sue the owners, operators, participants, associations, sanctioning organizations, interstate operators, promoters, sponsors, or other affiliates of RUSH SPRINGS RANCH, including the subdivisions, agents, officers and employees thereof (collectively referred to as "releasees"), from all 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 therefore on account of injury to the person or property of the undersigned or resulting death of the undersigned, whether caused by the negligence of the releasees or otherwise while the undersigned at any of the RUSH SPRINGS RANCH areas for any reason.
- 3. INDEMNITY.** The undersigned agrees to indemnify, save and hold harmless the releasees and each of them from any loss, liability, damage, attorney's fees, or cost they may incur due to the presence of the undersigned in or upon any RUSH SPRINGS RANCH area and in any way competing, riding, officiating, observing or working for or for any purpose participating or being at RUSH SPRINGS RANCH whether caused by the negligence of the releasees or otherwise. Further, the undersigned shall indemnify the releasees from all third-party claims, causes of action, liability, attorney's fees, or cost arising out of any accident, injury, or damage to any other individual present at RUSH SPRINGS RANCH, for any reason.
- 4. ASSUMPTION OF RESPONSIBILITY.** The undersigned assumes full responsibility for themselves and passengers for bodily injury, death, or property damage due to the negligence of releasees or otherwise while in or upon the areas of RUSH SPRINGS RANCH and/or while competing, riding, officiating, observing, or working for, volunteering or for any purpose participating in or being on the premises of RUSH SPRINGS RANCH. Further, the undersigned agrees that he/she will endeavor to conduct himself/herself in a safe manner during all activities at RUSH SPRINGS RANCH, including but not limited to, the safe operation of off- road vehicles, ATV's, horses, dirt bikes, and related activities.
- 5. DANGEROUS ACTIVITIES.** The undersigned acknowledges that the operation of off-road vehicles, ATV's, horses, dirt bikes, and activities related thereto can constitute a dangerous activity and voluntarily assumes all risk of any damage, injury or loss which may occur during the course of such activities related thereto.
- 6. THIRD PARTIES.** The undersigned recognizes and acknowledges the fact that third parties may or will be present at RUSH SPRINGS RANCH and may be engaging in the operation of off-road vehicles, ATV's, horses, dirt bikes, and activities related thereto during the same period of time in which he/she will be engaging in the same or similar activities. Further, he/she recognizes that RUSH SPRINGS RANCH is not an insurer of my safety or responsible for damage incurred resulting from the activities of third parties during the course of his/her activities at RUSH SPRINGS RANCH.
- 7. CONDITIONS.** The undersigned recognizes and understands that RUSH SPRINGS RANCH makes no express or implied representation as to the condition of any roads, buildings, gates, construction debris, equipment or other improvements at RUSH SPRINGS RANCH in which the activities described herein will take place. He/she also understands that they may be exposed to other dangerous conditions, risk and hazards at RUSH SPRINGS RANCH, including, but not limited to, animals (wild and domestic), blinds and tree stands, erosion and general conditions of the land (both on and off roadways) which may create hazardous driving and walking conditions, deep water, unsound terrain, falling trees and branches, and other potentially hazardous conditions. The undersigned expressly acknowledges and takes full responsibility for the existence of all such risk, hazards, and dangers to which he/she and his/her vehicles may be exposed to in any RUSH SPRINGS RANCH area.
- 8. INSURANCE.** The undersigned certifies that he/she has sufficient health, accident, and liability insurance to cover any bodily injury or property damage caused to RUSH SPRINGS RANCH property, a third party, or himself/herself, as a result of participation in any activity at RUSH SPRINGS RANCH. If the undersigned has no insurance, he/she certifies that they are capable of personally paying any and all such expenses or liabilities.
- 9. ATTORNEY'S FEES.** The undersigned voluntarily agrees to pay all reasonable costs and attorney's fees arising from the enforcement of this Agreement.
- 10. VIDEO RECORDING PERMISSION.** The undersigned grants the absolute and irrevocable right and unrestricted permission to use my name, likeness, image, voice and/or appearance in any photos, video recordings, audiotapes, digital images, and the like, taken or made on behalf of RUSH SPRINGS RANCH. Further, the undersigned agrees that such material is owned by RUSH SPRINGS RANCH and may be used for any purpose including social media posts, advertisements, news releases, websites, and any other promotional materials, without compensation to the undersigned.
- 11. RULES.** The undersigned acknowledges that he/she has received a copy of the rules and agrees to follow the same and will politely abide by any and all instructions or demands by any RUSH SPRINGS RANCH representative.
- 12. REFUNDS.** There shall be NO REFUNDS issued for any reason.
- 13. TRASH.** All trash shall be placed in the dumpster, this includes cabins and RV sites. No cigarette butts, cans or any trash shall be left in the park.
- 14. ACCIDENTS.** All accidents shall be reported to check-in immediately and a written accident form (available at checkout) filled out and left at check-in.
- 15. SCOPE.** The undersigned further expressly agrees that this Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Missouri, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Further, this Agreement shall be valid for each visit to RUSH SPRINGS RANCH during the current year.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.

**PASSENGERS**

PRINT NAME \_\_\_\_\_ Date \_\_\_\_\_  
SIGNATURE \_\_\_\_\_  
DRIVERS LICENSE # \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY, STATE, ZIP \_\_\_\_\_  
PHONE # \_\_\_\_\_

PRINT NAME \_\_\_\_\_ Date \_\_\_\_\_  
SIGNATURE \_\_\_\_\_  
DRIVERS LICENSE # \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY, STATE, ZIP \_\_\_\_\_  
PHONE # \_\_\_\_\_

PRINT NAME \_\_\_\_\_ Date \_\_\_\_\_  
SIGNATURE \_\_\_\_\_  
DRIVERS LICENSE # \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY, STATE, ZIP \_\_\_\_\_  
PHONE # \_\_\_\_\_

PRINT NAME \_\_\_\_\_ Date \_\_\_\_\_  
SIGNATURE \_\_\_\_\_  
DRIVERS LICENSE # \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY, STATE, ZIP \_\_\_\_\_  
PHONE # \_\_\_\_\_

Minor Name(s) \_\_\_\_\_