

Last Name Initial _____

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

RUSH SPRINGS RANCH, LLC

This waiver is valid for any and every visit to Rush Springs Ranch for the current year.

By signing this agreement and using Rush Springs Ranch's property I agree not to sue Rush Springs Ranch or property Owner for any reason and will be responsible for any legal fees that may arise from entry and use of Rush Springs Ranch property.

Names: _____, _____, _____, _____

Signature: _____, _____, _____, _____

IN CONSIDERATION of being permitted to enter, for any purpose, RUSH SPRINGS RANCH LLC and all of it's property (hereinafter referred to as RUSH SPRINGS RANCH and therein being 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) 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.

EACH OF 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 such RUSH SPRINGS RANCH areas, 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 and that he/she finds and accepts the same as being safe and reasonably suited for the purposes of his/her use, and 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.

- 1. HEREBY RELEASES, WAIVES DISCHARGES AND COVENANTS NOT TO SUE** the owners, operators, participants associations, sanctioning organization or any subdivision thereof, Interstate operator, any persons in any RUSH SPRINGS RANCH area, promoters, sponsors, owners, lessees or lessors of premises used to conduct RUSH SPRINGS RANCH and each of them, their officers and employees, and for all of the purposes herein are 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, or resulting in death of the undersigned, whether caused by the negligence of the releasees or otherwise while the undersigned is in or upon any of the RUSH SPRINGS RANCH areas, and/or, competing, officiating in, observing, working for, or for any purpose participating or being at RUSH SPRINGS RANCH.
- 2. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS** the releasees and each of them from any loss, liability, damage, 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.
- 3. HEREBY ASSUMES FULL RESPONSIBILITY FOR THEMSELVES AND PASSENGERS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGE** due to the negligence of releases 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.
- 4. FURTHER, I RECOGNIZE** that the operation of Off Road Vehicles, ATV's, Horses, and Dirt bikes and activities related thereto can constitute a dangerous activity, and voluntarily assume all risk of any damage, injury or loss which may occur to me during the course of my activities related thereto.
- 5. FURTHER, I VOLUNTARILY ASSUME RESPONSIBILITY** for my actions while upon the RUSH SPRINGS RANCH property or premises and I will endeavor to conduct myself in a manner consistent with the safe operation of Off Road Vehicles, ATV's, Horses, and Dirt bikes and in activities thereto.
- 6. FURTHER, I RECOGNIZE AND ACKNOWLEDGE** the fact that third parties may or will be present on RUSH SPRINGS RANCH property or premises and may be engaging in the operation of Off Road Vehicles, ATV's, Horses, and Dirt bikes and activities related thereto during the same period of time in which I will be engaging in the same or similar activities. Further, I recognize that RUSH SPRINGS RANCH is not an insurer of my safety or responsible for damage incurred by me resulting from the activities of third parties during the course of our activities at RUSH SPRINGS RANCH.
- 7. FURTHER, I UNDERSTAND 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 on RUSH SPRINGS RANCH property in which the activities described herein will take place. I also understand that I may be exposed to other dangerous conditions, risk and hazards on any RUSH SPRINGS RANCH area in question, including, but not limited to, poisonous snakes, insects and spiders, blinds and tree stands, erosion and general conditions of the land both on and off roadways which may create hazardous driving and walking conditions, animals both wild and domestic, which may be diseased and or potentially dangerous, as well as deep water, unsound terrain, falling trees and branches, and other potentially hazardous conditions of any RUSH SPRINGS RANCH area. I expressly acknowledge and take full responsibility for the existence of all such risk, hazards, and dangers to which I and my vehicles may be exposed to in any RUSH SPRINGS RANCH area.

Last Name Initial _____

8. **IN ADDITION TO THE FOREGOING AND FOR THE SAME CONSIDERATION** previously stated, I hereby voluntarily agree to indemnify, defend, protect, and hold harmless RUSH SPRINGS RANCH and any of its divisions, owners, officers or employees, volunteers, for or against any and all manner of claims, causes of action, or liability arising out of any incident, injury, or damage to any other individual present at RUSH SPRINGS RANCH, for any reason, while I am on or about RUSH SPRINGS RANCH.

9. **FURTHER, I UNDERSTAND** that by indemnifying RUSH SPRINGS RANCH, should it be necessary for RUSH SPRINGS RANCH, or some agent thereof, to incur attorney's fees and costs to enforce this agreement, of any portion thereof, I voluntarily agree to pay RUSH SPRINGS RANCH, or any of its agents, reasonable costs and attorney's fees arising there from.

10. **FURTHER, I CERTIFY** that I have sufficient health, accident, and liability insurance to cover any bodily injury or property damage caused to a third party, or myself, as a result of my participation in the aforementioned activities. If I have no insurance, I am certifying that I am capable of personally paying any and all such expenses or liability.

11. **FURTHER, I RECEIVED** and agree to the rules list and will politely abide by any and all instructions or demands by any RUSH SPRINGS RANCH representative.

NO REFUNDS.

Please take all trash to the dumpster, this includes cabins and RV sites. Please do not throw cigarette butts, cans or any type of trash anywhere in the park.

Any person entering Rush Springs Ranch agrees and accepts the fact that they may have their picture taken or video of themselves and their actions that may be used on social media.

Any accidents need to be reported to check-in immediately and a written accident form (available at checkout) filled out and left at check-in.

EACH OF THE UNDERSIGNED expressly acknowledges and agrees that the riding, activities and/or racing events are very dangerous and involves the risk of serious injury and/or death and/or property damage. THE UNDERSIGNED further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad as inclusive as is permitted by the laws of the State of Missouri in which RUSH SPRINGS RANCH is conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

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.

I HAVE READ AND UNDERSTAND THIS RELEASE

Passengers

PRINT NAME _____ Date _____ PRINT NAME _____ Date _____

SIGN NAME _____ SIGN NAME _____

DRIVERS LICENSE # _____ DRIVERS LICENSE # _____

PRINT NAME _____ PRINT NAME _____

SIGN NAME _____ SIGN NAME _____

DRIVERS LICENSE # _____ DRIVERS LICENSE # _____

Minor Name(s) _____

ADDRESS _____

CITY _____

STATE _____ ZIP _____

PHONE NO. _____, _____, _____, _____