

Cowham Ranch / Weekend in the Country - Participant Release and Indemnification Agreement

I understand and acknowledge that all-terrain vehicles, trucks, cars, racing machines of any kind, bonfires, music concerts, and all other activities of any kind, that might be engaged in as a participant or spectator bears certain risks and unanticipated risks which could result in injury, death, illness or disease, physical or mental, or damage to myself, my property or to spectators or other third parties. Being aware of the above risk as stated in paragraph I (One):

I EXPRESSLY AGREE, COVENANT, AND PROMISE TO ACCEPT AND ASSUME ALL RESPONSIBILITY AND RISKS FOR INJURY, DEATH, ILLNESS, OR DAMAGE TO MYSELF, TO OTHERS OR TO MY PERSONAL PROPERTY ARISING FROM MY PARTICIPATION IN THIS ACTIVITY OF RACING, RIDING, SWIMMING OR ANY OTHER ACTIVITY AT COWHAM RANCH / WEEKEND IN THE COUNTRY.

I acknowledge that my participation in any activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of the risks, I further acknowledge that if I am participating, I understand that COWHAM RANCH / WEEKEND IN THE COUNTRY makes no express or implied representation as to the condition of any roads, race tracks, buildings, gates, recreational devices, swings, playgrounds, zip lines, diving platforms or other improvements on Cowham Ranch, on which the activities will take place. I also understand that I may be exposed to other dangerous conditions, risks and hazards on Cowham Ranch, including, but not limited to, poisonous snakes, livestock, insects and spiders, any type of infectious bacteria located in soil or waterways, natural erosion or erosion created by all-terrain vehicle riding and general conditions of the land both on and off roadways and in swimming or camping areas, which may create hazardous driving and walking conditions, animals both wild and domestic (which may be diseased and are potentially dangerous); deep waters, other persons with all-terrain vehicles on or off Cowham Ranch property, and inclement weather..

I EXPRESSLY ACKNOWLEDGE THE EXISTENCE OF ALL SUCH RISKS, HAZARDS AND DANGERS WHICH I MAY BE EXPOSED TO ON COWHAM RANCH PROPERTY. I ALSO AGREE TO FOLLOW ALL RULES AS POSTED ON THE PROPERTY AND WEBSITE OF COWHAM RANCH, www.cowhamranch.com.

Further, in exchange for right to enter Cowham Ranch property and engage in the activities described above, I hereby voluntary release, forever discharge and agree to hold harmless and indemnify Cowham Ranch / Weekend in the Country, its agents or employees, owners, participating neighbors, and all of the persons or entities from any and all liability, claims, demands, actions or rights of all actions, which are related to, arise out of, or in any way connect with my participation in this all-terrain vehicle activity or any activity, including specifically but not limited to the negligent acts or omissions of Cowham Ranch / Weekend in the Country, its agents or employees, volunteers, owners, participating neighbors, and all other persons or entities for any and all injury, death, illness or disease, and danger to myself or my property.

IN SIGNING THIS DOCUMENT, I EXPRESSLY ACKNOWLEDGE THAT I AM RELEASING COWHAM RANCH / WEEKEND IN THE COUNTRY AND ITS OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, GUESTS, EMPLOYEES, PARTICIPATING NEIGHBORS, AND VOLUNTEERS FROM LIABILITY FOR DAMAGES CAUSED BY THE NEGLIGENCE OF COWHAM RANCH / WEEKEND IN THE COUNTRY AND ITS OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, GUESTS, PARTICIPATING NEIGHBORS, AND EMPLOYEES OR VOLUNTEERS.

I understand that by indemnifying Cowham Ranch / Weekend in the Country should it become necessary for Cowham Ranch / Weekend in the Country or someone on Cowham Ranch / Weekend in the Country's behalf, to incur attorney's fee and cost to enforce this agreement, or any portion thereof, I agree to pay Cowham Ranch / Weekend in the Country reasonable cost and attorney's fees arising there from. The release, discharge and indemnification voluntarily given by me herein shall extend to, and for the benefit of, any corporation, partnership or other entity affiliated with Cowham Ranch / Weekend in the Country, its operations or the property or with which Cowham Ranch / Weekend in the Country may be affiliated in connection with its operations of the property in any capacity, including but not limited to as a partner, landowner, volunteer, limited partner, shareholder or otherwise. I certify that I have sufficient health, accident, and liability insurance to cover bodily injury or property damage I may incur while participating in this event and to cover bodily injury or property damage caused to a third party as a result of my participation in the activities described above. If I have no insurance, I certify that I am capable of personally paying for any and all such expenses or liability. If any provision of this Participant Release and Indemnification Agreement is or may be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless survive and continue in full force and effect without being impaired or invalidated in any way. SIGNATURE OF PARENT/GUARDIAN IS REQUIRED FOR ALL MINORS. I have read this document and by signing, I accept and relieve Cowham Ranch / Weekend in the Country of all liabilities.

Name: _____

Signature: _____

Address: _____ City: _____

State: _____ Zip Code: _____ Phone #: _____

Age: _____ Emergency Contact: _____

If under 18

Name of Parent / Guardian: _____ Relationship: _____

Signature of Parent / Guardian: _____

By signing I certify that assume all responsibility for the above named minor.

