

Buffalo Creek Guest Ranch

Release of Liability --Acknowledgement & Acceptance of Dangers, Risks & Hazards

By signing this agreement, I hereby release and forever discharge Buffalo Creek Guest Ranch (Legal name, Buffalo Creek Ranch LLC, hereafter referred to as "BCR") and its landlords, owners, managers, agents, servants, workers, directors and/or officers from any and all damage(s), loss(es), claim(s) and cause(s) of action whatsoever, arising out of or in any way connected with my visit to BCR. I further understand and acknowledge that BCR assumes no responsibility for any act and/or omission which may cause any damage to any person, including me and/or minors in my care or my animals, or to my other property, resulting from or in any way connected with my stay at BCR, including traveling to or from, or while participating in any/all BCR events or activities.

This document is sufficient warning that dangerous conditions, risks and hazards do exist. I understand that BCR is located on a working cattle ranch and my presence there potentially exposes me to all the hazards associated with such a business. My presence and activities at BCR also exposes both me and my property to dangerous conditions, risks and hazards, including but not limited to:

- Animals both wild and domestic that may be diseased and/or potentially dangerous,
- Poisonous snakes, insects and spiders,
- Farm buildings, lodging, pool, recreational areas and other facilities and structures that are neither engineered nor constructed to any code(s),
- Farm equipment that may not have all safety equipment fully operational,
- Erosion and general condition of the land, both on and off roadways or trails, creating rough, hazardous and dangerous driving, riding and walking conditions,
- Deep water, streams, ponds, docks and swinging bridges,
- Swimming pools and hot tubs that are not safe for diving, slippery surfaces and rough landscaping,
- A person with firearms or fishing equipment,
- The use of farm equipment, vehicles or recreational vehicles, including off-road vehicles, bicycles, horse-drawn apparatuses and boats being operated by myself as well as others.

I hereby state that I expressly assume all such dangers, risks and hazards.

In consideration for the right to enter BCR, I, my heirs and assigns, hereby release and agree to protect, indemnify, and hold harmless BCR and its respective agents, employees and assign from and against any and all claims, demands, causes of action and damages, by or on behalf of the undersigned, including bodily injury, property damage, wrongful death, and attorneys' fees, resulting from any accident, incident or occurrence arising out of incidental to or in any way to all improvement thereon, whether or not caused by the Owner's/Lessor's negligence or gross negligence. By signing this Release, I recognize that BCR may be leasing the land, property and equipment from other persons or entities and I hereby further covenant and agree that I, my heirs, successors and assign will not make any claim or institute any suit or action at law or in equity against the other persons or entities that own or lease to BCR, or his/her respective heirs, agents, representatives, employees, successors or assign by reason of conditions of BCR or activities occurring thereon. The Undersigned agrees that in the event that any dispute procedure is filed or initiated in order to enforce or interpret this Agreement or by the Undersigned against the Releasers, Oklahoma law shall apply, venue shall lie in Latimer County, Oklahoma, and the Undersigned expressly waives any rights, which he or she might have for venue to lie elsewhere.

Affiant's Initials _____

BCR Release of Liability, Page 2

This release covers all damages whether or not contemplated at the present time, and includes results undeveloped and unknown at the present time, as well as those not known. As used in this release, the term I, my, person and myself, include pets, horses, minors, and dependents in my care while on the Ranch. I will provide adequate supervision to all minors and dependents that I am responsible for at all times.

By signing this release I certify that I understand that many activities, features (both natural and constructed) and appurtenances at BCR are not suited for persons with poor health conditions, small children or any minor that is not mature enough to recognize possible dangers. I have been strongly advised that any person, either minor or adult, who is not willing to follow or capable of understanding BCR's safety rules is a danger and menace to themselves as well as other BCR guests and such person may be asked to leave BCR. In such an event, any refund will be entirely at the discretion of the manager on duty.

The Undersigned and his/her party hereby approve the use of photos taken while at BCR to be placed on the ranch's website or other promotional materials. They also agree that any photos, videos, or any types of media/materials taken on the ranch will not be used to the detriment of the ranch.

BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND IT AND ALL OF ITS PROVISIONS, THAT IT IS A LEGALLY BINDING DOCUMENT, THAT I HAVE LEGAL AUTHORITY TO SIGN FOR MYSELF AND OTHERS IN MY CARE, THAT I AM SIGNING VOLUNTARILY AND THAT I AM LEGALLY RESPONSIBLE FOR THE MINOR CHILDREN LISTED.

Dated and signed the _____ day of _____, 20_____.

Signature Printed Name

Printed name(s) of minor children under my supervision:

