

**WOLF CREEK RANCH LIABILITY RELEASE FORM**

For valuable consideration, the receipt and sufficiency of which are acknowledged, I agree with Wolf Creek Ranch & Livestock, LLC, an Oklahoma limited liability company, (hereinafter "Wolf Creek Ranch"), as a condition for allowing me to enter upon Wolf Creek Ranch property and/or to ride or be near horses on Wolf Creek Ranch property, as follows:

_____ Participant Name	_____ Parent/Guardian of Minor
_____ Participant Phone	_____ Parent Phone
_____ Mailing Address	_____ City, State, Zip
_____ Email	_____ Emergency Name/Phone

All parts of this Agreement shall apply to me and the child/legal ward listed above, (collectively calling ourselves "I"). This Agreement is binding upon whenever Wolf Creek Ranch, now or in the future, permits me to enter upon the property from which Wolf Creek Ranch operates, to be near horses, to ride horses, on, near or off Wolf Creek Ranch property (the "Activity").

IT IS HEREBY AGREED AS FOLLOWS:

1. I have requested to enter upon Wolf Creek Ranch property and/or ride horses on, near or off Wolf Creek Ranch property.
2. I knowingly, willfully and voluntarily acknowledge the inherent risks of riding or being around horses (equines) and know that horseback riding and related equestrian activities are inherently dangerous, including without limitation, the potential for serious bodily injury (including broken bones, head or neck injuries), sickness and disease (including communicable diseases), trauma, pain and suffering, permanent disability, paralysis and death; loss of or damage to personal property arising out of the unpredictable behavior of horses; exposure to extreme conditions and circumstances; accidents involving other participants, Wolf Creek Ranch employees or its agents; contact or collision with other participants and horses, natural or manmade objects; adverse weather conditions; facilities issues and premises conditions; failure of protective equipment (including helmets); inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of Wolf Creek Ranch; and other undefined, not readily foreseeable and presently unknown risks and dangers ("Risks").
3. The activities associated with entering the premises of Wolf Creek Ranch and or riding horses on, near or off Wolf Creek Ranch property is subject to Title 2 of the Oklahoma Statutes §5-14 et seq, the "Oklahoma

Agritourism Liabilities Limitations Act" (the "Act"). Pursuant to the Act, you are advised as follows:

*"WARNING: Under Oklahoma Law there is no liability for an injury to or death of a participant of an agritourism activity conducted at this agritourism location if such injury or death results from the inherent risk of the agritourism activity. Inherent risks of agritourism activities include, among others, risks of injury inherent to land, equipment, and animals, as well as the potential for you to act in a negligent manner that may contribute to your injury or death. You are assuming the risk of participating in this agritourism activity."*

4. I understand that the aforementioned Risks may be caused in in whole or in part or result directly or indirectly from the negligence from my own actions or inactions, the action or inactions of others participating in the Activity, or the negligent acts or omissions of Release, as below defined, and I hereby voluntarily and knowingly assume all such Risks and responsibility for any damages, liabilities, losses or expenses that I incur as a result of my participation in the Activity. I also agree to be responsible for any damage caused by me.

5. I am fully responsible for my own safety while on, near or off the Wolf Creek Ranch property. I understand that Wolf Creek Ranch has advised me to wear properly fitted and secured ASTM-certified/SEI-approved protective equestrian headgear when riding or being near horses in order to prevent or reduce the severity of some head injuries as a result of a fall or other occurrences.

6. I hereby state that I am physically able to undertake the Activity and I have presented Wolf Creek Ranch with a medical statement indicating physician's approval if any medical condition(s) do exist. I also state that I will participate in the Activity at my own risk. I consider myself or my child physically or mentally capable of participating in the Activity and I have notified Wolf Creek Ranch of any medications or conditions that would affect my or my child's ability to participate.

RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESSED ASSUMPTION OF RISK AND INDEMNITY AGREEMENT:

For consideration for being permitted to participate in the Activity at Wolf Creek Ranch, I, on behalf of myself, my child or personal representative, heirs, next of kin, spouse, successors and assigns, hereby acknowledge and agree that:

1. I am voluntarily using facilities and any provided equipment of Wolf Creek Ranch and I have made a free and deliberate choice to sign this Agreement.

2. In conjunction with my participation in the Activity, I hereby release, waive and covenant not to sue, and further agree to indemnify, defend and hold harmless Wolf Creek Ranch, its past, current, and future officers, directors, employees, volunteers, contractors, representatives, owners, affiliates, agents, successors and assigns (individually and collectively "Releasee") with respect to any

liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense(s) (including court costs and reasonable attorney's fees) of any kind or nature ("Liability") which may arise out of, result from, or relate in any way to my participation in the Activity, including claims for Liability caused in whole or in part by the negligent acts or omissions of Releasee.

3. By entering into this Agreement I am not relying on any oral or written representation or statements made by Releasee other than as set forth in this Agreement.

4. I expressly assume the risk of death, injury or damage that may result from any listed or other unlisted, known or unknown, natural or manmade hazards or dangers associated with my participation in the Activity provided by or associated with the Releasee.

5. I agree that the prevailing party shall have the right to recover its reasonable costs, expenses and attorney's fees incurred in the enforcement of this Agreement.

6. This Agreement represents the complete understanding between the parties regarding that these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void or enforceable, for any reason, then the provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

7. By signing below, as the Participant or the Parent/Legal Guardian of the Minor identified below, hereby accept and agree to the terms and conditions of this Agreement in connection with my (or the Minor's) participation in the Activity if, despite this Agreement, I or anyone on behalf of my Minor's behalf makes a claim for Liability against any of the Releasee, I will indemnify, defend and hold harmless of the Releasee from any such Liability as a result of such claim.

The parties agree that this Agreement may be electronically signed. The parties agree that electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability and admissibility.

I HAVE CAREFULLY READ THIS DOCUMENT IN ITS ENTIRETY, UNDERSTAND ALL OF ITS TERMS AND CONDITIONS AND KNOW IT CONTAINS AN ASSUMPTION OF RISK, RELEASE AND WAIVER FROM LIABILITY, AS WELL AS A HOLD HARMLESS INDEMNIFICATION AND OBLIGATIONS.

\_\_\_\_\_  
Signature Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Participant

\_\_\_\_\_  
Signature Parent/Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Parent/Guardian

**MEDIA RELEASE FORM**

\_\_\_\_\_  
Participant Name

\_\_\_\_\_  
Birthdate

Male  Female  Non-binary

MEDIA/PHOTO WAIVER:

I hereby authorize and give full consent to Wolf Creek Ranch and Livestock, LLC ("Wolf Creek Ranch") to copyright or publish any and all photographs, video tapes and/or film in which I may appear while attending Wolf Creek Ranch activities. I further agree that Wolf Creek Ranch may transfer, use or cause to be used, these photographs, videotapes or films for any exhibitions, public displays, publications, commercials, art, advertising purposes, television and internet (including YouTube, Facebook and other social media), without limitations or reservations.

\_\_\_\_\_  
Signature Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature Parent/Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Parent/Guardian

**COVID-19 ASSUMPTION OF RISK, RELEASE,  
AND WAIVER OF LIABILITY AGREEMENT**

RELEASE AND WAIVER.

In consideration of my participation in certain recreational activities on Wolf Creek Ranch and Livestock, LLC ("Wolf Creek Ranch"), property (the "Activity"), I, do hereby forever release, waive, discharge, and covenant not to sue Wolf Creek Ranch and its past, current, and future officers, directors, employees, volunteers, contractors, representatives, owners, affiliates, agents, successors, and assigns (collectively, "Releasee ") from any and all damages, injuries, losses, liability, claims, causes of action, litigation, or demands, including but not limited to those for personal injury, sickness, or death, as well as property damages and expenses, of any nature whatsoever which may be incurred, directly or indirectly, now or in the future, in any way related to COVID-19 and in connection with my participation in the Activity. I promise not to sue Releasee for any of the foregoing.

ASSUMPTION OF RISKS.

I understand that while Releasee has undertaken reasonable steps to lessen the risk of transmission of COVID-19 in connection with the Activity, Releasee is not responsible in any manner for any risks related to COVID-19 in connection with the Activity. I understand that the World Health Organization has classified the COVID-19 outbreak as a pandemic. I further understand that COVID-19 is a highly contagious and dangerous disease, and that contact with the virus that causes COVID-19 may result in significant personal injury or death. I am fully aware that participation in the Activity carries with it certain inherent risks related to COVID-19 transmission ("Inherent Risks") that cannot be eliminated regardless of the care taken to avoid such risks. Inherent Risks may include, but are not limited to, (1) the risk of coming into close contact with individuals or objects that may be carrying COVID-19; (2) the risk of transmitting or contracting COVID-19, directly or indirectly, to or from other individuals; and (3) injuries and complications ranging in severity from minor to catastrophic, including death, resulting directly or indirectly from COVID-19 or the treatment thereof. Further, I understand that the risks of COVID-19 are not fully understood, and that contact with, or transmission of, COVID-19 may result in risks including but not limited to loss, personal injury, sickness, death, damage, and expense, the exact nature of which are not currently ascertainable, and all of which are to be considered Inherent Risks. I hereby voluntarily accept and assume all risk of loss, personal injury, sickness, death, damage, and expense arising from such Inherent Risks. Furthermore, I represent and warrant that I do not suffer from any medical condition or disease that might in any way hinder or prevent me from participating in the Activity, including, to my knowledge, COVID-19.

The activities associated with entering the premises of Wolf Creek Ranch and or riding horses on, near or off Wolf Creek Ranch property is subject to Title 2 of the Oklahoma Statutes §5-14 et seq, the "Oklahoma

Agritourism Liabilities Limitations Act" (the "Act"). Pursuant to the Act, you are advised as follows:

*"WARNING: Under Oklahoma Law there is no liability for an injury to or death of a participant of an agritourism activity conducted at this agritourism location if such injury or death results in the inherent risk of agritourism. Inherent risks of agritourism activities include, among others, risks of injury inherent to land, equipment, and animals, as well as the potential for you to act in a negligent manner that may contribute to your injury or death. You are assuming the risk of participating in this agritourism activity."*

This COVID-19 Assumption of Risk, Release, and Waiver of Liability Agreement ("Agreement") shall be binding on my heirs, executors, administrators, successors, and assigns. I expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by applicable laws, and that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. This Agreement contains the entire understanding of the parties relating to the subject matter, and shall not be altered, modified, amended, waived or supplemented in any manner whatsoever except by a written agreement signed by both parties hereto or their duly authorized representatives. This Agreement may be executed, made and delivered electronically.

To the maximum extent permitted by applicable law, I (a) covenant and agree not to elect a trial by jury with respect to any issue arising out of this Agreement or the Activities that is triable of right by a jury, and (b) waive any right to trial by jury with respect to such issue to the extent that any such right exists now or in the future. This waiver of right to trial by jury is given knowingly and voluntarily. I agree that the prevailing party shall have the right to recover its reasonable costs, expenses and necessary attorney fees incurred in the enforcement of this Agreement.

I have read and understood this Agreement and enter into it voluntarily in consideration of the opportunity to participate in the activity. I acknowledge I am giving up legal rights and/or remedies which may be available to me.

\_\_\_\_\_  
Signature Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Participant

\_\_\_\_\_  
Signature Parent/Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Parent/Guardian

**RECREATIONAL ACTIVITY RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

To enter upon Wolf Creek Ranch and Livestock, LLC properties ("Wolf Creek Ranch"), a copy of this waiver must be completed and signed for every patron. Before signing, however, please read the waiver in full and be certain that you understand the implications of signing.

EXPRESS ASSUMPTION OF RISK ASSOCIATED WITH RECREATIONAL ACTIVITIES:

I, \_\_\_\_\_, hereby affirm and acknowledge that I fully understand the hazards and risks associated with the many outdoor and other recreational activities in which I am about to engage at Wolf Creek Ranch (the "Activities"). The inherent risks and hazards include but are not limited to:

1. Injuries sustained from any and all **outdoor or indoor Activities**, such as running, jumping, swimming, hiking, biking, climbing, camping, cooking, engaging in sporting events such as basketball, volleyball, archery, target shooting and horseback riding.
2. Injuries sustained from **objects** that are either natural or man-made, such as rocks, cliffs, trees and campfires, or from misjudging trails or other terrain that induces slipping, falling, colliding or otherwise.
3. Injuries and illnesses sustained from **swimming**, diving, impacting the water, and/or water entering bodily orifices.
4. Injuries from hypothermia, heat stroke, dehydration, etc. from exposure to the elements, such as rain, cold, excessive heat or the **weather** in general.
5. Physical and monetary injuries sustained due to my own personal **negligence** and/or the negligence of others, crowds, altercations with other patrons, the excessive use of alcohol, the prohibited use of illegal drugs, and the like.
6. Injuries or illnesses sustained from either **plants or animals**, such as poison ivy, poison oak, poison sumac, aggressive or biting pets, service animals, wildlife, or exposure to any plants or animals present within the park in general.
7. Accidents, injuries or illnesses occurring in **remote locations** where no immediate medical attention is available.

I understand that the description of these risks is in no way complete and that all such dangers, both anticipated and unanticipated, can lead to illness, injury, permanent disability, drowning and death.

Release of Liability, Waiver of Claims and Indemnity Agreement:

In making it possible to participate in the Activities, I both agree and acknowledge that:

1. I hereby release and hold harmless with respect to any and all illness, injury, disability, death, or loss or damage to person or property-whether caused by negligence or otherwise-the following named

persons or entities, herein referred to as Releasee: Wolf Creek Ranch and Livestock, LLC, its owners, directors, officers, employees, agents, contractors, and volunteers (the "Releasee").

2. I hereby release the Releasee, its officers, directors, managers, employees, representatives, agents, and volunteers from any and all liability and responsibility and for any claims that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the Activities whether caused by active or passive negligence of the Releasee or otherwise. By executing this document, I agree to hold the Releasee harmless and indemnify them in conjunction with regard to any illness, injury, disability, death, or loss or damage to my own personal property that can ensue from engagement in the full body of Activities as stated above and otherwise.

3. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the Releasee other than that set forth in this Agreement.

4. The activities associated with entering the property of Wolf Creek Ranch and or riding horses on, near or off Wolf Creek Ranch property is subject to Title 2 of the Oklahoma Statutes §5-14 et seq, the "Oklahoma Agritourism Liabilities Limitations Act" (the "Act"). Pursuant to the Act, you are advised as follows:

*"WARNING: Under Oklahoma Law there is no liability for an injury to or death of a participant of an agritourism activity conducted at this agritourism location if such injury or death results from the inherent risk of the agritourism activity. Inherent risks of agritourism activities include, among others, risks of injury inherent to land, equipment, and animals, as well as the potential for you to act in a negligent manner that may contribute to your injury or death. You are assuming the risk of participating in this agritourism activity."*

5. This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall still be enforceable.

6. I agree that the prevailing party shall have the right to recover its reasonable costs, expenses and attorney fees incurred in the enforcement of this Agreement.

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, AND NOT ONLY DO I FULLY UNDERSTAND ITS TERMS BUT I UNDERSTAND THAT I HEREBY RELEASE ALL LIABILITY AND THEREIN RELINQUISH LEGAL RIGHTS BY SIGNING IT. I ALSO SIGN IT FREELY AND VOLUNTARILY UNDER MY OWN FREE WILL WITHOUT ANY INDUCEMENT, COERCION OR OTHERWISE.**

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Signature Participant

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Date



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Printed Name of Participant

For Parents and Legal Guardians:

This is to certify that, as the parent or legal guardian with full legal responsibility for this attendee, I understand that said minor is not to wander throughout the property unattended but is to be accompanied by his or her parent(s) or legal guardian(s) at all times. I therefore consent and agree not only to his or her release of Releasee but also to release and indemnify the Releasee from any and all liabilities incident to his or her involvement in these Activities for myself, my heirs, assigns, and next of kin.

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Printed Name of Participant

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Signature Parent/Guardian

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Date

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Printed Name of Parent/Guardian