

ELKHORN RANCH INC. PARTICIPANT RELEASE OF LIABILITY,
WAIVER OF CLAIMS, ASSUMPTION OF RISKS, AND INDEMNITY AGREEMENT

In exchange for participating in any Activities (as that term is defined below), I _____, for myself, my spouse, any minors in my care or custody that are listed on the signature page, my heirs, my estate, persons in charge of my estate, successors, and assigns (collectively, the "Participant"), hereby agree as follows:

1. Activities. Participant is voluntarily participating in one or more activities with Elkhorn Ranch, Inc. ("Elkhorn Ranch"). These activities may include, but are not limited to:
 - a. Riding, handling, leading, walking, and being in proximity to horses, ponies, mules, donkeys, or asses (collectively, "Horses"), regardless of whether the Participant is on the animal or not;
 - b. Hiking, walking, riding or leading an animal, and driving or riding in a vehicle in rustic, remote, and rugged desert landscapes such as but not limited to trails, roads, cliffs, rocks, holes, ditches, washes, streams, fences, rails, machinery, stumps, logs, debris, cacti, wildlife, stinging and/or poisonous insects and reptiles, exposure to environmental conditions, extreme temperatures, precipitation, lightning, frostbite, sunburn, dehydration, heat exhaustion, heat stroke, heat cramps, fatigue, and other dangerous forces of nature;
 - c. Lodging in a rustic ranch setting;
 - d. Consuming food or alcohol, whether or not such food or alcohol is prepared or provided by Elkhorn Ranch;
 - e. Use of the Elkhorn Ranch's recreational amenities, including but not limited to swimming pool, tennis court, pickle-ball, or horseshoes;
 - f. Travel to and from the Activities (including air travel), whether or not such travel is provided by Elkhorn Ranch;
 - g. Any individual or collective activity associated in any way with Elkhorn Ranch, the "Activities".

Because many of the Activities involve Horses, Participant specifically understands, acknowledges, and accepts that any Activity involving a Horse is hazardous. Horses are unpredictable, large and dangerous animals, and that any Horse may, without warning or apparent cause, buck, stumble, fall, rear, bite, kick, run, spook, or jump, tack may loosen or break, and safety equipment may fail.

2. Medical Matters. Participant hereby grants Elkhorn Ranch permission to administer and seek emergency medical care, including but not limited to, emergency first aid, CPR, emergency transport and medical care, and disclose any medical information it may have about Participant to any health care provider that may become involved in Participant's care, treatment, or removal from the field. Participant understands, acknowledges, and accepts that first aid response and medical care may be delayed and hindered due to the Activities and the locations where the Activities occur. If Participant needs medical care as a result of Participant's participation in the Activities, Participant shall be financially responsible for any costs incurred as a result of such treatment, including costs incurred by Elkhorn Ranch. Participant acknowledges and is fully aware that Elkhorn Ranch does not provide health insurance for Participant and that Participant should carry its own health insurance for Participant.

3. Inherent Risk. Elkhorn Ranch hereby discloses, and Participant hereby understands, acknowledges, and accepts that hazards and hazardous conditions exist and are associated with all Activities. While it is impossible to identify every risk associated with the Activities, Participant nonetheless understands, acknowledges, and accepts that there are risks associated with Participant's participation in the Activities, such as, but not limited to, physical injury, psychological injury, pain, suffering, discomfort, illness, infection, disfigurement, temporary or permanent disability, economic loss, or death, and that these risks may be caused by Participant's own or other person's actions, inactions, or negligence, including negligence by Elkhorn Ranch, the condition of the Activities' location(s) or facility(ies), or the Activities themselves.

4. Assumption of Risk. Participant hereby assumes all risks, whether known or unknown, relating to Participant's participation in the Activities. Participant certifies on behalf of Participant (which includes any minors that are listed on the signature page) that Participant has sufficient skill and medical, mental, and physical fitness to

participate in the Activities. Participant shall not participate in any Activities that Participant deems unreasonably dangerous or that Participant is unfit to perform.

5. Indemnification, Release, and Waiver. Participant hereby indemnifies, releases from liability, and waives its right to sue Elkhorn Ranch, their owners, directors, officers, employees, staff, volunteers, and agents (collectively, the "Released Parties") from any and all claims, including claims of the Released Parties' negligence, resulting in any physical injury, psychological injury, pain, suffering, discomfort, illness, disfigurement, temporary or permanent disability, economic loss, or death that Participant may suffer or which may result from Participant's participation in the Activities. In addition to the forgoing, Participant acknowledges that the Released Parties' liability is further limited pursuant to state law in accordance with Arizona Revised Statutes § 12-553.

6. Photographic Release. Elkhorn Ranch reserves the right to take photographic or film (of whatsoever nature) records of any Activities. Participant hereby acknowledges and agrees that Elkhorn Ranch may use such records for promotional and/or commercial purposes without any remuneration to Participant. Participant hereby assigns all right, title, and interest that Participant may have in or to any and all media in which Participant's name or likeness might be used by Elkhorn Ranch.

BY SIGNING BELOW, PARTICIPANT ACKNOWLEDGES AND AGREES THAT PARTICIPANT HAS READ THIS AGREEMENT, UNDERSTANDS THIS AGREEMENT, AND IS SIGNING IT FREELY. PARTICIPANT FURTHER ACKNOWLEDGES AND AGREES THAT, BY SIGNING THIS AGREEMENT, PARTICIPANT IS GIVING UP SUBSTANTIAL RIGHTS, INCLUDING, BUT NOT LIMITED TO, RELEASING THE RELEASED PARTIES FROM LIABILITY ASSOCIATED WITH THE ACTIVITIES AND WAIVING ITS RIGHT TO SUE ANY RELEASED PARTIES. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF ARIZONA, WITHOUT REGARD TO CHOICE OR CONFLICTS OF LAW RULES. VENUE FOR ANY JUDICIAL PROCEEDING BETWEEN THE PARTIES ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE A COURT OF COMPETENT JURISDICTION IN PIMA COUNTY, ARIZONA. PARTICIPANT AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. THIS AGREEMENT IS THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT.

The parties are signing this agreement effective as of the last date stated below.

PARTICIPANT:

ELKHORN RANCH:

Printed Name: _____

Printed Name: _____

Signature: _____ Date _____

Signature: _____ Date _____

MINORS (must be completed for anyone under 18 years of age participating in the Activities):

I hereby represent and warrant that I have complete and absolute authority to bind, contract for, and legally act on behalf of the minors listed below. I understand, acknowledge, and accept that Elkhorn Ranch is relying on the representations and warranties made pursuant to this agreement, and Elkhorn Ranch would not otherwise allow the minors listed below to participate in any Activities without this agreement. I allow the minors listed below to participate in the Activities. I understand that I am responsible for the obligations and acts of the minors listed below as described in this agreement. I agree to be bound by the terms and conditions of this agreement.

Participant Signature _____

Printed Name of Minors: _____
