

RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES THAT YOU UNDERSTAND IT AND AGREE TO ITS TERMS. BY SIGNING THIS AGREEMENT, YOU (AND YOUR CHILD) ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR RECOVER DAMAGES IN CASE OF INJURY, DEATH, ILLNESS, OR PROPERTY DAMAGES, FOR ANY REASON, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE OF THE TILTING H RANCH LLC, CHERRY CREEK LODGE LLC, CHERRY CREEK SPORTING CLAYS, LLC, THEIR OWNERS, EMPLOYEES, AGENTS AND ALL OTHER PERSONS ACTING ON THEIR BEHALF (HEREINAFTER REFERRED TO INDIVIDUALLY AND COLLECTIVELY AS THE "RANCH/LODGE").

AS IT PERTAINS TO EQUINE ACTIVITIES THIS RELEASE IS MADE PURSUANT TO ARIZONA REVISED STATUTE 12-553.

In consideration of the services of the Ranch/Lodge, receiving permission to be on the premises of the Ranch/Lodge and being permitted to participate in various ranch and/or wilderness activities, on behalf of myself, my child or our personal representatives, heirs, next-of-kin, spouse and assigns, I (identified below) hereby acknowledge and agree that:

- 1) Ranch life and wilderness activities entail known, inherent and unanticipated risks which simply cannot be eliminated without jeopardizing the essential qualities of the activities. These risks could result in physical or emotional injury, paralysis, death, or damage to me, to property, or third parties.
- 2) The owners and staff have difficult jobs to perform. In addition to their regular ranch duties, they are trying to provide guests an entertaining and safe experience. They seek safety, but they are not infallible. They might be unaware of or mistaken as to a participant's fitness, or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions, and the equipment being used might malfunction.
- 3) PARTS OF THE RANCH AND SURROUNDING AREA PRESENT NATURAL HAZARDS. Some areas are extremely rocky and rough terrain and include steep inclines and precipices. Erosion, ditches, and general condition of the land, both on and off roadways and paths, creates rough, hazardous and dangerous driving, riding and walking conditions. Weather in Arizona is unpredictable. Flash flooding sometimes occurs. Animals, both wild and domestic, are potentially dangerous and in some cases may be diseased. I may be around livestock, such as horses and cattle, which might bite, step on, collide with, run into, or kick me. I may suffer from exhaustion, dehydration, sunburn, and exposure to poisonous and/or carnivorous animals such as rattle snakes, coyotes, wolves, bears, mountain lions, scorpions, spiders, stinging insects and microorganisms such as bacteria and viruses.
- 4) There are water facilities on the ranch and surrounding areas, including a lake, water holes and creeks. No lifeguards or fences are provided. I, and not the Ranch/Lodge, am responsible for the safety of my children around the water facilities. Use of the water facilities is at my own risk.
- 5) CERTAIN ACTIVITIES ARE INHERENTLY DANGEROUS AND INVOLVE RISKS THAT MAY CAUSE SERIOUS INJURY AND IN SOME CASES DEATH. These include, for example: being in proximity to livestock, equine riding, ATV (all-terrain vehicle) and UTV (utility vehicle) riding and off-roading, traversing rough terrain, climbing and mountaineering, shooting firearms, and archery.
- 6) Equine and other livestock are of unpredictable natures and may behave irrationally, regardless of the extent of their training and past performance. They may, for example, without warning or without any apparent cause, buck, stumble, trip, roll, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person's feet, or push or shove a person. Saddles or bridles may loosen or break. All of which may cause the rider or an observer to fall to the ground or be jolted, resulting in serious injury or death. I (and my child) accept these risks and release the Ranch/Lodge from any claim that the Ranch/Lodge was negligent in connection with my or my child's riding an equine or being in proximity to livestock, including but not limited to, training or selecting equines, maintenance, care, fit or adjusting of saddles or bridles, instruction on riding skills or leading and supervising riders, which resulted in loss, damage, injury or death.
- 7) Riders of ATV's and off road vehicles must be 16 years of age. Riders of ATV's must wear a helmet. All manufacture's warnings must be observed. If I decide to disregard these safety warnings, I do so at my own risk.
- 8) Target ranges, archery courses and shooting courses are hazardous in that loaded firearms and/or weapons are discharged not only by me but also by other guests and visiting public. I will read and abide by all the Range Rules, and that I (and any minors and guests brought with me) will at all times within the target ranges and courses wear appropriate eye and ear protection.
- 9) Since the Ranch/Lodge is open to other guests and visiting public, I recognize that being on the premises and/or participating in the Ranch/Lodge activities puts me (and any minors or guests brought with me) at greater risk of contracting communicable diseases. I accept and assume that risk. I FURTHER REPRESENT THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT I (AND ANY MINORS AND GUESTS BROUGHT WITH ME) DO NOT HAVE ANY DISEASE OR ILLNESS THAT IS COMMUNICABLE TO OTHERS ON THE RANCH/LODGE FACILITIES BY VIRTUE OF MY PRESENCE OR PARTICIPATION IN ACTIVITIES.
- 10) I for myself, and anyone succeeding to my rights, KNOWINGLY AND INTENTIONALLY RELEASE, DISCHARGE AND PROMISE NOT TO SUE THE RANCH/LODGE for any loss, damage, injury (including paralysis or death), contracted illness, or cost to

my or my child's person or property, AND INDEMNIFY AND HOLD HARMLESS the Ranch/Lodge from and against any and all claims, actions, causes of actions, liabilities, suits, expenses (including reasonable attorney fees) arising out of my stay or activities on the Ranch/Lodge, or participating or observing Ranch/Lodge and/or wilderness activities, or use of saddles, bridles, equipment or gear provided by the Ranch/Lodge.

11) I expressly agree that this Release, Waiver of Liability, Assumption of Risk, and Indemnity Agreement is governed by the laws of the State of Arizona and is intended to be as broad and inclusive as is permitted by Arizona law, and that in the event any portion of this Agreement is determined to be invalid or unenforceable for any reason, the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect. Any suit that I may bring against the Ranch/Lodge must be brought in the Arizona state or Federal courts. This document is a contract and if a lawsuit is filed against the Ranch/Lodge for any injury or damage in breach of this contract, I will pay all attorneys' fees and costs incurred by the Ranch/Lodge in defending such an action.

12) The Agreement does not release or waive the Ranch/Lodge's liability or assume the risk of or indemnify the Ranch/Lodge from grossly negligent, willful, wanton or intentional acts or omissions of the Ranch/Lodge.

13) Use of Likeness. I understand that activities at the Ranch/Lodge may be recorded on video media and that all or part of the recording may be used (a) in marketing materials for the Ranch/Lodge or its products; (b) on the Ranch/Lodge's website, or otherwise published or broadcast to the public, and/or (c) as part of, or in advertising for, commercial products. I also understand that, given my participation in Ranch/Lodge activities, my voice and/or likeness may be recorded in connection with the activity. I hereby give the Ranch/Lodge and all entities acting with its permission or upon its authority, the absolute right and unrestricted permission to use my name, voice, and/or likeness, in, and in connection with, the recordings (and any and all portions and derivatives thereof), and to use, copy, sell or otherwise distribute such recordings (and any and all portions and derivatives thereof) in any and all forms and media, and waive any right that I might have to approve the recordings or such uses. This permission covers any legal use, including without limitation, broadcasting in any and all media, use in marketing materials, and incorporation in products. I understand that I will not be compensated in any way beyond being a participant in the creation of, and perhaps identified in, the recording. I also understand that the Ranch/Lodge is relying on this Release and would not knowingly go to the expense of creating the recording in the absence of this Release.

14) I AM VOLUNTARILY USING THE SERVICES, FACILITIES, AND EQUIPMENT OF THE RANCH/LODGE AND PARTICIPATING IN THE ACTIVITIES, WITH THE FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS AND DANGERS INVOLVED, AND WILLINGLY ASSUME AND ACCEPT ANY AND ALL RISKS OF DAMAGE, ILLNESS, INJURY (INCLUDING PARALYSIS AND DEATH) TO MY OR MY CHILD'S PERSON OR PROPERTY. I HAVE MADE A FREE AND DELIBERATE CHOICE TO SIGN THIS RELEASE, WAIVER OF LIABILITY ASSUMPTION OF RISK AND INDEMNITY AGREEMENT AS A CONDITION TO THE RANCH/LODGE ALLOWING ME AND/OR MY CHILD TO BE ON THE PREMISES AND PARTICIPATE IN THE RANCH AND/OR WILDERNESS ACTIVITIES. I HAVE CONCLUDED THAT THE RISKS INVOLVED AND THE RELEASE AND WAIVER OF LIABILITY IS WORTH THE PLEASURE OF THE RANCH AND/OR WILDERNESS ACTIVITIES. THE LAWS OF THE STATE OF ARIZONA APPLY TO THE SUBJECT MATTER OF THIS AGREEMENT WITHOUT APPLICATION OF CHOICE OF LAWS AND FEDERAL AND STATE COURTS OF ARIZONA SHALL HAVE SUBJECT MATTER & PERSON JURISDICTION OVER THE PARTIES

Guest's Signature _____ Dated: _____

Print Guests Name _____

Address: _____

E-Mail: _____ Telephone: _____

If a guest is less than eighteen (18) years of age, his/her parent or guardian must read this Agreement and sign below on behalf of the minor.

I am the parent or legal guardian of, and am also executing this Agreement on behalf of, the minors listed below:

Name	Age	Name	Age	Name	Age

Pandemic addendum attached

Pet addendum attached

PANDEMIC ADDENDUM to Release, Waiver of Liability, Assumption of Risk and Indemnity Agreement

I also acknowledge and agree:

- A. The novel coronavirus (“COVID-19”) has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact.
- B. I understand the dangers of COVID-19, inherent and otherwise, and am familiar with the Centers for Disease Control and Prevention (“CDC”) guidelines and the rules and regulations imposed by the state of Arizona regarding COVID-19.
- C. The circumstances regarding COVID-19 are changing from day to day and, accordingly, the applicable rules regulations and guidelines are regularly modified and updated. I accept full responsibility for familiarizing myself with the most recent updates.
- D. Since the Ranch/Lodge is open to other guests and visiting public, being on the premises and/or participating in the Ranch/Lodge activities puts me at greater risk of contracting COVID-19. I accept and assume that risk.
- E. I am not experiencing symptoms of COVID-19, such as a dry cough, fever, shortness of breath or difficulty breathing, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of sense of smell and/or taste and have not been advised by a physician that I am COVID-19 positive. This is also true for any minors brought with me.
- F. The Ranch/Lodge has put in place preventative measures to reduce the spread of COVID-19; however, cannot guarantee that I (or any minors or guests brought with me) will not become infected with COVID-19.
- G. I for myself, and anyone succeeding to my rights, **KNOWINGLY AND INTENTIONALLY RELEASE, DISCHARGE AND PROMISE NOT TO SUE THE RANCH/LODGE** for any loss, damage, injury (including paralysis or death), or cost to my or my child’s person or property, **AND INDEMNIFY AND HOLD HARMLESS** the Ranch/Lodge from and against any and all claims, actions, causes of actions, liabilities, suits, expenses (including reasonable attorney fees) arising out of or relating to related to COVID-19 whether caused by the negligence of the Ranch/Lodge or any third party on the Ranch/Lodge premises or otherwise and/or while on the ridge/Lodge premises or participating in any Ranch/Lodge activities..

Guest’s Signature _____

Dated: _____

Print Guests Name _____

PET ADDENDUM to Release, Waiver of Liability, Assumption of Risk and Indemnity Agreement

I also acknowledge and agree:

- A. The Ranch/Lodge is a working ranch, and livestock and ranch dogs are often out and about in the normal course of business. While the ranch dogs are socialized, and none are overly aggressive, normal canine social dynamics come into play when a strange animal is introduced onto the ranch.
- B. Pets may also come into contact with horses, cattle, and/or wildlife.
- C. I am solely responsible for any interaction my pet may have with ranch animals, wildlife and other animals on the Ranch/Lodge. I also solely responsible any damage my pet may do or that may be done to it.
- D. My pet must be fully socialized, house broken (or crated) and under my control at all times.
- E. I will pay the standard fee for pet stays at the Ranch/Lodge, and as well as for any incidental damages or additional cleaning needs.

Guest's Signature _____

Dated: _____

Print Guests Name _____