

Rock Pit Ranch Liability Waiver Consent Form

PERSON CONTRACTED understands and acknowledges that permission to enter ROCK PIT RANCH is granted only after this document is completed and signed. PLEASE READ THE DOCUMENT CAREFULLY.

PERSON CONTRACTED PERMISSION TO PARTICIPATE AND HOLD HARMLESS AGREEMENT

This agreement made this Month: _____ Date: _____ 20____ by and between

PRINT NAME: X _____ SIGNATURE: X _____

ADDRESS: X _____ CITY: X _____ STATE: X _____ ZIP CODE: X _____

DATE OF BIRTH is (MM/DD/YY ____/____/____)

Minor's Name(s) _____ Minor's Name(s) _____ Minor's Name(s) _____

Date of Birth ____/____/____ Date of Birth ____/____/____ Date of Birth ____/____/____

Must be over 18 years old; If not, legal guradian signature required with copy of ID.

hereinafter referred to as the **Contracted** and Rock Pit Ranch hereinafter referred to as the **Venue**, located at: 6746 Hwy 16E, Clinton, AR 72031.

WHEREAS the **Contracted** desires to grant permission to participate in the activities conducted by the **Venue**; and WHEREAS the **Contracted** have read and understood the hereinafter referred to as the Acknowledgement of Danger form; and have been invited by the **Venue** to inspect the park and the conduct of operations; and the **Contracted** has recognized and understood that participating involves certain risks as expressed in the Acknowledgement of Danger form.

PERMISSION TO PARTICIPATE

WHEREAS the **Contracted**, despite these and other risks, and fully understanding and conveying these risks, do hereby grant permission to participate conditioned upon the **Contracted** abiding by all the safety and park rules as set forth by the **Venue**. Permission to participate may be rescinded by either party upon ten (10) days written notice to the other party. Now therefore, the **Contracted** in consideration of the **Venue** permitting the **Contracted** to participate, do hereby covenant and agree on behalf of themselves, their heirs, executors, administrators, successors, and assigns as follows:

HOLD HARMLESS AGREEMENT

As a condition of being allowed to participate or being allowed on the premises of Rock Pit Ranch, the **Contracted** knowingly and voluntarily waive any legal or moral rights that they may have against the **Venue**, (The Venue implies the following and any ommissions: the land owners, equipment manufacturers, and sponsors/distributors, Rock Pit Ranch as a business entity, and its owners, employees, directors, patrons, officers, and assigns.

1)The **Contracted** agree to hold harmless each and all of the above named parties, and to indemnify each and all of the above named parties against any and all claims, demands, actions, causes of actions of any sort, in law or in equity, suits costs, expenses (including attorneys' fees), damages, and liabilities arising out of, connected with, or resulting from injury (including death) sustained by the **Contracted** participating. The **Contracted** understands that any incident or injury that may occur at Rock Pit Ranch must be reported immediately to a member of management and that reporting an incident in no way implies any responsibility or liability on the part of Rock Pit Ranch for said incident.

2)This Hold Harmless Agreement shall continue in effect notwithstanding the fact that "Permission to Participate" may have been rescinded or that the **Contracted** no longer participates. Any Person knowingly presenting false information in an application is guilty of a crime and may be subject to fines and confinement in prison.

3)The **Contracted** also grant Rock Pit Ranch the right to use their likeness in any form for promotional purposes.

Acknowledgement of Danger

The **Contracted** intends by this Release to waive all claims for negligence, products liability, and/or breach of warranty against **Venue**, including claims for personal injury to the **Contracted** or damage to the property of the **Contracted** whether or not it is based on the sole negligence of Rock Pit Ranch, its agents, or its employees. This Release shall cover, and include all areas, activities and acts, rental and/or use of equipment, natural occurences (i.e. Lightning, Falling Rock, Tornados, Floods, Landslides etc), weather, and including wildlife, if applicable, within the premises, including but not limited to, all employment and recreational endeavors and areas, activity in water or

bluffs, activity in or on Paintball courses, Challenge courses, or Zip Lines, parking facilities, picnicking areas, land, showers, restrooms, office and every other area, activity, form of labor, or act in or about Rock Pit Ranch or connected with the same.

The **Contracted** acknowledges that the utilization of the premises for whatever purposes is with my knowledge and permission and is purely at their risk and agrees that there have been no warranties made, either expressed or implied concerning such utilization.

The **Contracted** acknowledges that there are no lifeguards or doctors on duty, and by execution of this Release and Waiver and permitting entry upon the, assumes all risks.

The **Contracted** certifies that:

- 1)The signature on this Release is voluntary;
- 2)They have had an opportunity to inspect the premises and are satisfied with its condition.
- 3)Are aware of any hazards, which may be in existence thereon and have assumed all risks associated therewith.

I AGREE that this Release shall be continuing in nature for subsequent visits during the calendar year set forth below or for the duration of up to 25 years.

I INTEND AND AGREE that this Release and Waiver of Liability Agreement will be governed by Arkansas State law. I AGREE that any dispute relating to this Agreement will be resolved exclusively in the Courts of Van Buren County in the State of Arkansas.

I HAVE READ AND UNDERSTOOD THE FOREGOING RELEASE AND, BY AFFIXING MY SIGNATURE TO IT, SIGNIFY MY CLEAR INTENTION TO BE LEGALLY BOUND BY IT. THIS AGREEMENT, AS SHALL NOT BE AMENED OR MODIFIED OR ANY OF ITS PROVISIONS WAIVED, UNLESS IN WRITING AND SIGNED BY THE DULY AUTHORIZED REPRESENTATIVES OF BOTH PARTIES.

FINANCIAL RESPONSIBILITY

The **Contracted** understand that they are fully liable and financially responsible for Medical assistance and for the equipment issued /rented to the **Contracted**. The **Contracted** agrees to fully replace any lost or damaged equipment so issued/rented to the **Contracted** within twenty (20) days from the date of incident.

The **Contracted** agrees to indemnify and hold harmless **Venue** from any and all causes of action at law or in equity that they agree to pay all costs of such action, including but not limited to attorney fees incurred by Rock Pit Ranch in the defense of same.

In witness hereof the parties hereto have executed this agreement the day and year first below written.

Rock Pit Ranch Staff Printed Name: _____

Contracted Signature: X _____ Subscribed and sworn to me this _____ day of _____, 20____

Contact Phone #: (____) _____ - _____

Email: _____ **Facebook Name** _____

Emergency Contact _____ **Phone #:** (____) _____ - _____

Must be over 18 years of age: __Y__N

Allergies: Bee Stings, Penicilin, other: _____