

THE WISHBONE RANCH --- WAIVER AND RELEASE

In consideration of being permitted to participate in any event, including but not limited to motor vehicle rock climbing, four-wheeling, and/or other recreational activities, the undersigned participant or volunteer for himself/herself, his/her personal representatives, heirs, and next of kin hereby releases and agrees to indemnify and hold harmless Gregory Lynn Wilson, individually and d/b/a The Wishbone Ranch, The Wishbone Ranch, LLC, Myra Wilson, and their respective employees, agents, representatives, and insurers ("Releasees") from all liability for any injuries, damages, losses, attorney fees, costs, and all other claims, whether caused by the negligent act or omission of Releasees or otherwise, in any way arising as the result, direct or indirect, of the undersigned's presence on the subject premises, for any purpose, at any time, whether occurring before or after the execution of this document. It is fully understood by the undersigned that there is inherent risk associated with this activity, including damage to vehicles or property and/or injury to person, and the undersigned agrees to assume full responsibility for same.

I understand that the Releasees do not carry or maintain, and expressly disclaim responsibility for providing, any health, medical, disability or other insurance coverage for me. I am expected and encouraged to carry my own insurance. I further release and forever discharge and agree to hold harmless and indemnify Releasees, and any other individual, who provides or attempts to provide to me first aid treatment from any and all claims arising out of said treatment, or other medical services rendered in connection with my presence on the premises.

The undersigned grants and conveys to the Releasees all right, title, and interest in any and all photographic images and video or audio recordings on which my image or voice appears, and any right, royalties, proceeds, and other benefits derived therefrom, and the absolute and irrevocable right and permission to use, publish, broadcast, and/or copyright the use of same in its current form or as retouched, digitized, cropped, altered, distorted, or modified in any way, for purpose of use of Facebook or other social media, advertisements, or any other use.

In signing this Release, the undersigned hereby acknowledges and represents the following:

- 1. That he or she has read the foregoing Release and Waiver of Liability and Indemnity Agreement, as well as the Rules of Participation, and understands that he/she is assuming liability and indemnifying Releasees for any damage or injury.
2. That he or she shall at all times, while riding in a vehicle on the premises, wear his or her respective safety equipment, including seatbelt and shoulder belts, helmets, and other such protective gear.
3. That the undersigned has informed himself/herself about the event and trail conditions involved in the event, either by prior participation or by investigation into the event and trail.
4. That the undersigned agrees and represents as follows:
- Vehicle has valid proof of insurance and, where required, current vehicle registration if applicable
- The undersigned agrees to abide by the rules, guidance, and instruction of Gregory Lynn Wilson and/or his agents and representatives
- Violation of this agreement and/or the rules, which are incorporated herein by reference, by any person may result in the termination of that person's participation, and he or she shall immediately remove themselves from the premises
- The failure or refusal of any individual to immediately leave the premises upon request of Gregory Lynn Wilson or any of his agents or representatives shall constitute criminal trespass
- The Wishbone Ranch/Gregory Lynn Wilson reserves the right to deny/decline participation in activities, to enter onto the premises, or to remain on the premises to any person for any reason
5. Volunteers understand that he or she is not an employee or independent contractor of any of the Releasees. Volunteers expect and will seek no monetary or other compensation for their volunteer services. If payment is expected for use of any equipment provided by volunteers, a written agreement as to the terms and compensation must be signed in advance.

WAIVER MUST BE SIGNED BY ALL PARTICIPANTS AND VOLUNTEERS.

(For a participant under the age of 18 years, both parents, the parent with legal custody, or the minor's legal guardian must sign this Release form and write the word "minor" and age next to the minor's name. Any persons signing for a minor also agree to indemnify Gregory Lynn Wilson and his agents and representatives for any such minor's injuries or damages.) RELEASEES MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE CONDITION OF THE PREMISES, EQUIPMENT, OR VEHICLES, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE UNDERSIGNED AGREE THAT THE USE OF THE SUBJECT PREMISES IS FOR RECREATIONAL PURPOSES, AND THE RELEASEES OWE NO DUTY OF CARE TO KEEP THE PREMISES SAFE FOR ENTRY OR USE OR TO GIVE ANY WARNING OF A DANGEROUS CONDITION, USE, STRUCTURE, OR ACTIVITY PURSUANT TO KRS 411.190.

Participant's Signature \_\_\_\_\_ Print Participant's Name: \_\_\_\_\_

Participant's Street Address: \_\_\_\_\_ Date: \_\_\_\_\_

Participant's City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_ Participant's Cell Phone No.: \_\_\_\_\_

IN CASE OF EMERGENCY, CONTACT: \_\_\_\_\_ Phone: \_\_\_\_\_ Age: \_\_\_\_\_
Contact Name

\*\*\*\*\*COMPLETE BELOW ONLY IF PARTICIPANT IS A MINOR\*\*\*\*\*

Signature of Guardian, if Participant is a minor \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

## THE WISHBONE RANCH -- RULES OF PARTICIPATION

In addition to the Waiver and Release, the undersigned agrees to abide by the following rules while on the property of Gregory Lynn Wilson and/or The Wishbone Ranch, LLC, which rules may be modified at any time without prior written notice:

1. All participants/volunteers shall sign a Waiver and Release.
2. All participants/volunteers must "sign in" upon arrival on each visit.
3. If applicable, each vehicle must have valid proof of insurance and current vehicle registration, which shall be produced upon request.
4. No participant or volunteer shall be under the influence of alcohol or illegal drugs while on the Wishbone Ranch premises.
5. No firearms, fireworks, or sirens permitted on the premises.
6. For each vehicle there must be at least one person eighteen (18) years of age or older who shall be responsible for all occupants of the vehicle.
7. Each vehicle must be equipped with tow hooks attached to the frame according to safety specifications.
8. The owner/operator/occupants shall be solely responsible for any damage to their vehicle and any injuries they sustain.
9. No vehicles or other property shall be left on the premises and Gregory Lynn Wilson, The Wishbone Ranch, nor any other individual or entity shall not be responsible for any such property left.
10. Each participant and volunteer must comply with all Federal, State, and County laws, regulations, and ordinances.
11. Each participant and volunteer must be respectful of others and stay on the path/road.
12. No littering of any kind, including cigarette butts. Each participant and volunteer shall be responsible for removing his or her trash.
13. No swearing.
14. The undersigned shall complete, sign, and deliver to Gregory Lynn Wilson an Incident Report for any injury, damage to property, or other occurrence which the undersigned deem sufficiently significant to justify providing notice to Gregory Lynn Wilson and/or The Wishbone Ranch.

**THE UNDERSIGNED HAS READ THE ABOVE RULES AND AGREES TO ABIDE BY SAME AT ALL TIMES WHILE ON THE SUBJECT PROPERTY. IT IS UNDERSTOOD AND AGREED THAT FAILURE TO STRICTLY COMPLY WITH THE RULES MAY LEAD TO EJECTION FROM THE PREMISES AND/OR PROHIBITION OF ANY FUTURE PARTICIPATION IN ACTIVITIES OR ENTRY ONTO THE PREMISES. THE UNAUTHORIZED RETURN OF ANY PERSON WHO HAS BEEN EJECTED FROM THE PREMISES SHALL BE DEEMED TRESPASSING.**

**RULES MUST BE SIGNED BY ALL PARTICIPANTS ON AN ANNUAL BASIS.**

(For a participant under the age of 18 years, both parents, the parent with legal custody, or the minor's legal guardian must sign this Release form and write the word "minor" and age next to the minor's name. Any person signing for a minor agrees to be responsible for that minor's actions. Any persons signing for a minor also agree to indemnify Gregory Lynn Wilson and his agents and representatives for any such minor's injuries or damages.)

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Participant's Signature Print Name Age Date

\*\*\*\*\*COMPLETE BELOW ONLY IF PARTICIPANT IS A MINOR\*\*\*\*\*

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Signature of Guardian, if Participant is a minor Print Name Date

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Relation to Minor