

PLEASE READ AND MARK ALL CHECKBOXES BELOW

Name: Triple R Charities, LLC adb KICK-N-BACK RANCH

Location: N3465, Vernon, AZ 85940

KICK-N-BACK RANCH PARTICIPANT AGREEMENT **WAIVER, RELEASE AND ASSUMPTION OF RISK**

PARTICIPATION IN THE KICK-N-BACK RANCH ACTIVITIES ENTAILS KNOWN ANTICIPATED AND UNANTICIPATED RISKS THAT COULD RESULT IN PHYSICAL AND/OR EMOTIONAL INJURY, PARALYSIS, DEATH OR DAMAGE TO YOUR SELF AND/OR TO OTHERS. RISKS MAY INCLUDE, BUT ARE NOT LIMITED TO FALLS FROM HEIGHT; EQUIPMENT FAILURE OR MALFUNCTION, INCLUDING HARNESS, CABLE, PULLEY, BRAKE, OR ANCHOR FAILURE; COLLISION WITH STRUCTURES, TREES, WILDLIFE, VEHICLES, NATURAL OR MANMADE OBJECTS, SPECTATORS, OTHER PARTICIPANTS, OR THE GROUND; ENTANGLEMENT; IMPROPER BRAKING OR LANDING RESULTING IN HIGH SPEED IMPACT; FALLING INTO, STRIKING, OR BEING SUBMERGED IN THE POND, INCLUDING WHILE TRAVERSING THE ZIPLINE OVER WATER; DROWNING OR NEAR DROWNING; HYPOTHERMIA OR COLD WATER SHOCK; INJURY FROM UNDERWATER OBSTRUCTIONS, AQUATIC LIFE, OR UNCLEAR WATER CONDITIONS; SLIPS, TRIPS, AND FALLS ON WET, UNEVEN, OR NATURAL SURFACES; EXPOSURE TO INSECT BITES, STINGS, OR VENOMOUS OR WILD ANIMALS; ADVERSE WEATHER INCLUDING LIGHTNING, HIGH WIND, OR EXTREME HEAT OR COLD; USER ERROR, PARTICIPANT INEXPERIENCE, OR FAILURE TO FOLLOW INSTRUCTIONS; NEGLIGENCE OF OTHER PARTICIPANTS OR THIRD PARTIES; STRUCTURAL OR MECHANICAL FAILURE OF ANY EQUIPMENT OR FEATURE; AND OTHER UNDEFINED RISKS AND DANGERS WHICH MAY OR MAY NOT BE READILY FORESEEABLE OR WHICH MAY OR MAY NOT BE PRESENTLY KNOWN. THESE RISKS MAY RESULT IN MINOR INJURY, SICKNESS AND DISEASE, SERIOUS BODILY INJURY, BROKEN BONES, SPINAL CORD INJURY, PARALYSIS, TRAUMATIC BRAIN INJURY, LOSS OF LIMB, DROWNING, PERMANENT DISABILITY, LOSS OR DAMAGE TO EQUIPMENT/PROPERTY; AND DEATH.

- By checking this box, I acknowledge my understanding and agreement with the foregoing terms.

In consideration of Kick-N-Back Ranch, LLC, its lessors, lessees, Parent, Subsidiary and Affiliated Companies, Officers, Directors, Partners, Shareholders, Members, Agents, Employees and Volunteers (collectively the "Released Parties") allowing me to participate in its events and activities, the undersigned on behalf of myself, my spouse, my child(ren), minor child(ren) for whom I am appointed guardian, my parent(s), my heirs, assigns, personal representative and estate hereby:

- Acknowledges that the Activities at Kick-N-Back Ranch include, but are not limited to: ziplines, human slingshots, swimming events, boating, rope courses, climbing walls, treehouses, giant swings, and any combination thereof, and other similar, dangerous activities,
- Agrees to use the Kick-N-Back Ranch and associated facilities in a safe and responsible manner,
- Agrees that I am in good health and in proper physical condition to participate in the Activities,
- Agrees that I am not and will not be under the influence of alcohol or any illicit or prescription drugs or any other mind-altering substance which in any way would impair my ability or judgment to safely participate in the Activities, regardless of whether the substance has impaired my abilities or judgment,

- Understands and acknowledges the physical and mental rigors associated with the Activities are inherently dangerous and represent an extreme test of a person's physical and mental limits and conditions,
- Understands that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Activities. I hereby represent that I (i) am in sufficient good health to participate in the Activities within the Kick-N-Back Ranch; (ii) I do not have any pre-existing physical, mental, or medical condition, including without limitation, pregnancy, orthopedic problems, including back problems; heart problems; and/or breathing problems, that might be impacted or worsened by my participation in the Activities,
- Agrees to review and fully understand any Kick-N-Back Ranch rules associated with any Activity, attempt only Activities that I feel capable of performing safely, and stay in areas that will not place me in danger,
- Accepts sole responsibility for my own conduct and actions while participating in these Activities and the condition and adequacy of any equipment that I might own, lease, or supply in conjunction with those Activities,
- Certifies that I have adequate insurance to cover any injury or damage I may cause or suffer while participating in the Activities within the Kick-N-Back Ranch, or if not, I agree to bear the costs of such injury or damage to myself and others;
- Understands that the risks involved with participation in the Activities may be caused in whole or in part by my own actions or inactions, the actions or inactions of other participants, or the action, inaction, or negligence of the Released Parties;
- Agrees to accept and assume all the risks which accompany the Kick-N-Back Ranch Activities;
- Agrees to fully and forever waive, release, and discharge the Released Parties from any and all claims, actions, causes of action, demands, judgments, damages (including compensatory, general, special, consequential, exemplary, punitive, attorney's fees, and court costs), liability or obligations of any nature or kind, whether known at the time I leave the Kick-N-Back Ranch or which may arise or become known later, which accrue on account of, or in any way arise out of or in connection with: (i) my participation in the Activities; (ii) the participation of others in the Activities; (iii) the operation of the Kick-N-Back Ranch by the Released Parties regardless of whether such claims are founded in whole or in part upon alleged negligence, or the actual negligence of the Released Parties; (iv) my use of the Kick-N-Back Ranch and all of the Kick-N-Back Ranch facilities; and (v) my use of any and all equipment within the Kick-N-Back Ranch whether owned by me, Released Parties, or a third party, and;
- Agrees to the fullest extent under the law, to indemnify, defend, and hold the Released Parties harmless from and against any and all losses, liabilities, claims, obligations, costs, damages, and/or expenses whatsoever, including but not limited to, any and all attorneys' fees, costs, damages and/or judgments directly or indirectly arising out of, or relating to my acts or omissions while participating in the Activities or any activities at the Kick-N-Back Ranch. This indemnification obligation does not apply to claims arising solely from the gross negligence, or willful misconduct of the Released Parties.
- By checking the boxes above, I acknowledge my understanding and agreement to the foregoing terms

I agree that any legal proceeding shall be filed solely in the County of Navajo, Arizona, and I further agree that the substantive law of Arizona shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in the Activities, I may be found by a court of law to have waived my right to maintain a lawsuit against the Released Parties on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document and have had sufficient opportunity to consult with independent legal counsel to understand its effects. I affirm that I have read and understood this agreement and agree to be bound by its terms.

- I understand and agree that: (i) that this Waiver, Release and Assumption of Risk gives up important legal rights; (ii) I am giving up these important legal rights voluntarily, freely, under no threat of duress, without inducement, promise or guarantee being communicated to me; and (iii) the signature below is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law.

YOU MUST BE 18 OR OLDER TO SIGN THIS DOCUMENT

If the Participant is not 18 years of age or older then the following Parent or Guardian Consent must be read and signed before the Participant is allowed to use the Kick-N-Back Ranch and its facilities and participate in any Activities.

PARENT OR GUARDIAN CONSENT

I have read and understand the terms of this WAIVER, RELEASE AND ASSUMPTION OF RISK AGREEMENT and unconditionally agree to its full terms, statements, warranties, notices, representations, waivers and releases on behalf of both myself and marital community, if any, and my child or ward.

All such terms, statements, warranties, notices, representations, waivers and releases fully apply to my child or ward as if I was the participant. I understand that, by signing this Consent, I am giving up important legal rights both on behalf of myself and my child or ward regarding potential rights and claims against the Released Parties. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

I hereby warrant and represent that if I am neither the Child's Parent nor legal Guardian, I have been granted the express authority to execute this Waiver, Release and Assumption of the Risk Agreement by, and on behalf of, the Child's Parent or Guardian. In the event that I do not have the authority to execute this agreement on behalf of another, I agree that I shall be solely liable for any and all claims, actions, penalties, causes of action, services, fees, or similar expenses, and I agree to the fullest extent permitted by law to indemnify, defend and hold harmless the Released Parties from any such claims, actions, penalties, causes of action, services, fees, or similar expenses, including without limitation attorneys' fees and costs.

Signatures on the following page

Date: _____

Name & Birthday (Print): _____ / ____ / ____

Minor Child(ren)'s Name & Birthday: _____ / _____ / _____
_____ / _____ / _____
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Address: _____

Phone Number: _____

Email address: _____

Signature: _____