

PLEASE READ AND MARK ALL CHECKBOXES BELOW

Name: Triple R Charities, LLC dba Kick-N-Back Ranch,

Location: N3465, Vernon, AZ 85940

KICK-N-BACK RANCH GROUP ORGANIZER AGREEMENT

WAIVER, RELEASE, ASSUMPTION OF RISK, AND GROUP RESPONSIBILITY AGREEMENT

This Group Organizer Agreement, Waiver, Release and Assumption of Risk (this "Agreement") is entered into by the undersigned individual (the "Group Organizer"), on behalf of himself/herself and all members, guests, invitees, and other individuals in the Group Organizer's party (collectively, the "Group"), and Kick-N-Back Ranch, LLC, an Arizona limited liability company, together with its lessors, lessees, parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers (collectively, the "Released Parties").

The Group has requested to stay overnight and/or use the Kick-N-Back Ranch property, including its grounds, buildings, structures, pond, ditch, docks, trails, and other facilities and equipment (collectively, the "Property"). Every individual member of the Group who wishes to participate in ziplines, human slingshots, swimming, boating, rope courses, climbing walls, treehouses, giant swings, or other Activities must separately review and sign the Kick-N-Back Ranch Participant Agreement, Waiver, Release and Assumption of Risk applicable to those Activities. This Agreement governs the Group's overnight stay and general use of the Property, and the Group's responsibility for the Property, in addition to and not in place of any individual Participant Agreement.

1. ASSUMPTION OF RISK

STAYING OVERNIGHT AT, AND OTHERWISE USING, THE KICK-N-BACK RANCH PROPERTY ENTAILS KNOWN, ANTICIPATED AND UNANTICIPATED RISKS THAT COULD RESULT IN PHYSICAL AND/OR EMOTIONAL INJURY, ILLNESS, PROPERTY DAMAGE, PARALYSIS, DEATH, OR DAMAGE TO YOURSELF, YOUR PROPERTY, OR OTHERS. RISKS MAY INCLUDE, BUT ARE NOT LIMITED TO: DROWNING OR NEAR DROWNING, INJURY FROM SUBMERSION IN OR NEAR THE POND OR DITCH; 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; STRUCTURAL OR MECHANICAL FAILURE OF ANY BUILDING, DOCK, GAZEBO, OR EQUIPMENT; FIRE; MOTOR VEHICLE OR OFF-ROAD VEHICLE ACCIDENTS; NEGLIGENCE OF OTHER GUESTS, GROUP MEMBERS, OR THIRD PARTIES; AND OTHER UNDEFINED RISKS AND DANGERS WHICH MAY OR MAY NOT BE READILY FORESEEABLE OR PRESENTLY KNOWN. THESE RISKS MAY RESULT IN MINOR INJURY, SICKNESS, SERIOUS BODILY INJURY, PERMANENT DISABILITY, LOSS OR DAMAGE TO PROPERTY, AND DEATH.

☐ By checking this box, I acknowledge my understanding and agreement of the foregoing terms.

2. WAIVER AND RELEASE OF LIABILITY

In consideration of Kick-N-Back Ranch allowing the Group to stay at and use the Property, the Group Organizer, on behalf of himself/herself and the Group, to the fullest extent permitted under Arizona law, hereby fully and forever waives, releases, and discharges the Released Parties from any and all claims, actions, causes of action, demands, judgments, damages (including compensatory, general, special, consequential, exemplary, punitive damages, attorneys' fees, and court costs), liability, or obligations of any nature or kind, whether now known or which may arise or become known later, arising out of or in any way connected with the Group's use of the Property, regardless of whether such claims are founded in whole or in part upon the alleged or actual

negligence of the Released Parties. This release does not apply to claims arising solely from the gross negligence or willful misconduct of the Released Parties.

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

3. INDEMNIFICATION

The Group Organizer agrees, to the fullest extent permitted under Arizona law, to indemnify, defend, and hold harmless the Released Parties from and against any and all losses, liabilities, claims, obligations, costs, damages, and expenses, including reasonable attorneys' fees and court costs, arising directly or indirectly out of, or relating to, the acts or omissions of the Group Organizer or any member of the Group while on or using the Property. This indemnification obligation does not apply to claims arising solely from the gross negligence or willful misconduct of the Released Parties.

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

4. RESPONSIBILITY FOR PROPERTY AND DAMAGE

The Group Organizer agrees that the Group is responsible for any loss of, or damage to, the Property that occurs during the Group's period of use, including but not limited to buildings, structures, gazebos, treehouses, fencing, equipment, furnishings, vehicles, landscaping, and natural features, regardless of which individual member of the Group caused the loss or damage, and regardless of whether the specific individual who caused it can be identified. This responsibility applies to loss or damage caused intentionally, negligently, or accidentally by any member or guest of the Group but does not apply to loss or damage caused solely by the gross negligence or willful misconduct of the Released Parties or by ordinary wear and tear.

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

5. DAMAGE ASSESSMENT, INVOICING, AND DISPUTE RESOLUTION

- a. Inspection. Kick-N-Back Ranch may inspect the Property following the Group's departure to assess any loss or damage.
- b. Invoice. If Kick-N-Back Ranch identifies loss or damage, it will send the Group Organizer a written, itemized invoice describing the loss or damage and the estimated cost of repair or replacement within 30 calendar days of the Group's departure, at the address, phone number, or email provided below.
- c. Protest Period. The Group Organizer will have 10 calendar days from the date of the invoice to submit a written objection, together with any supporting evidence, disputing that the loss or damage was caused by the Group or disputing the amount of the invoice. If Kick-N-Back Ranch does not receive a written objection within this period, the invoice will be deemed accepted and final, and the amount stated will be immediately due and payable.
- d. Burden of Proof. If the Group Organizer submits a timely written objection, the Group bears the burden of proving that the loss or damage did not occur during the Group's period of use, or was not caused by the Group, its members, or its guests.
- e. Final Determination. Following its review of any timely objection and supporting evidence, Kick-N-Back Ranch will make the final determination as to whether the loss or damage was caused by the Group and the amount owed. The Group Organizer agrees that Kick-N-Back Ranch's determination will be final and binding, absent fraud or manifest error.
- f. Payment. Any amount owed will be due and payable within 30 calendar days of the invoice becoming final (whether by expiration of the protest period or by final determination). Amounts not paid when due will

accrue interest at 10 % per annum, or the maximum rate permitted under Arizona law if lower, and the Group Organizer will be responsible for all reasonable costs of collection, including attorneys' fees and costs.

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

6. PROPERTY RULES

The Group Organizer agrees to review, understand, and inform every member of the Group of the following rules, as well as any other rules which may be posted throughout the Property and to ensure the Group's compliance with them:

1. Any damage to equipment or other Property will be the responsibility of the Group.
2. The Group will keep the Property clean and free of clutter and garbage, including cans, plates, and bottles.
3. The Group does not have exclusive use of the Property, and other groups or guests may be present.

I have read the rules above and agree to abide by them and to inform every member of the Group of these rules.

- ☐ By checking this box, I acknowledge my understanding and agreement of the foregoing terms and certify that I have informed every member of the Group of these rules.

7. GROUP ORGANIZER REPRESENTATIONS AND WARRANTIES

The Group Organizer represents and warrants that:

4. The Group Organizer is at least 18 years of age;
5. The Group Organizer has the authority to enter into this Agreement on behalf of the Group, and will inform every member of the Group of the terms of this Agreement, the Property Rules, and the requirement that each participating individual separately sign the applicable Participant Agreement before taking part in any Activities;
6. If the Group Organizer does not, in fact, have authority to bind a member of the Group, the Group Organizer agrees to be solely liable for any claims, penalties, or expenses, including attorneys' fees, arising from that lack of authority, and to indemnify and hold harmless the Released Parties to the fullest extent permitted under Arizona law;
7. The Group Organizer certifies that the Group has adequate insurance to cover any injury, loss, or damage the Group may cause or suffer while on the Property, or, if not, agrees that the Group will bear the cost of such injury, loss, or damage.

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

8. CONDUCT, ALCOHOL, AND REMOVAL

The Group Organizer agrees that no member of the Group will be under the influence of alcohol or any illicit or prescription drug, or any other mind-altering substance, in a manner that impairs the ability to safely use the Property, particularly near the pond, ditch, or any Activity area. Kick-N-Back Ranch reserves the right to remove any member of the Group from the Property at any time and for any reason with or without cause including without limitation, violating these terms, the Property Rules, or for conduct that Kick-N-Back Ranch reasonably believes threatens the safety of any person or the Property, without any obligation to those removed.

9. GOVERNING LAW AND VENUE

The Group Organizer agrees that any legal proceeding relating to this Agreement will be filed solely in the courts of Navajo County, Arizona, and that the substantive law of the State of Arizona will apply, without regard to its conflict of law rules.

10. SEVERABILITY

If any portion of this Agreement is found to be void or unenforceable, the remaining portions will remain in full force and effect.

11. ENTIRE AGREEMENT AND NO ORAL MODIFICATION

This Agreement, together with any Participant Agreement signed by individual members of the Group, constitutes the entire agreement between the parties regarding the subject matter herein and supersedes all prior oral or written understandings. No representation, promise, or inducement not included in this Agreement is binding on either party. This Agreement may only be modified in a writing signed by both the Group Organizer and an authorized representative of Kick-N-Back Ranch.

12. NON-WAIVER

Kick-N-Back Ranch's failure to enforce any provision of this Agreement will not be construed as a waiver of that provision or of its right to later enforce it.

13. ASSIGNMENT

The Group Organizer may not assign this Agreement without the prior written consent of Kick-N-Back Ranch. This Agreement is binding upon and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.

14. NOTICES

Any notice, invoice, or communication under this Agreement will be sent to the address, phone number, or email address provided by the Group Organizer below, and will be deemed received when sent by email or when placed in the U.S. mail, whichever the Group Organizer has provided.

15. FORCE MAJEURE

Kick-N-Back Ranch will not be liable for any failure or delay in performance due to causes beyond its reasonable control, including but not limited to fire, flood, severe weather, acts of God, government order, or other emergency.

16. ACKNOWLEDGMENT OF VOLUNTARY AND KNOWING WAIVER

By signing this document, I acknowledge that if anyone is hurt or Property is damaged during the Group's stay, I, or the Group, may be found by a court of law to have waived the right to maintain a lawsuit against the Released Parties on the basis of any claim released herein. I have had sufficient opportunity to read this entire document and 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) this Agreement gives up important legal rights on behalf of myself and the Group; (ii) I am giving up these rights voluntarily, freely, under no threat of duress, without inducement, promise, or guarantee being communicated to me; and (iii) my signature below is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE to the full extent of the law.

YOU MUST BE 18 OR OLDER TO SIGN THIS AGREEMENT

Date: _____

Group Name/Organization: _____

Group Organizer Name (Print): _____

Dates of Stay: _____ to _____

Approximate Number of Group Members/Guests: _____

Address: _____

Phone Number: _____

Email Address: _____

Signature of Group Organizer/Responsible Party: _____