

## PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the touring, interactive and retail services of MAGNOLIA BLOSSOM RANCH, LLC\*, dba MAGNOLIAS & PRAYERS: EVERYTHING ALPACA, (locations of activity shown in Paragraph 7 below), their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "MBR" or M&P), I hereby agree to release, indemnify, and discharge MBR and M&P, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate (hereinafter collectively referred to as "my family") as follows:

1. I acknowledge that interacting with farm animals (including exotic and wild species) entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

**The risks include, among other things:** contact with livestock, domesticated and wild animals, plants and exposure to the elements. Any animal, regardless of its training and usual past behavior, may act unpredictably at times based upon instinct or fright which may cause you to be hurt by the animal or by simply become afraid of the animal or surroundings. Animals may do such things as bite, kick, lie down, stumble, run, roll, stomp, rear up or any other action which may cause fear or harm. Animals may also have dug holes or otherwise disturbed the ground, fencing or surroundings which could cause hazards which are not unusual on a farm/ranch.

Furthermore, MBR and/or M&P employees/owners have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My Family's participation in this activity is purely voluntary, and I elect to participate, in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless MBR and M&P from any and all claims, demands, or causes of action, which are in any way connected with My Family's participation in this activity or our use of MBR's and/or M&P's equipment or facilities, **including any such claims which allege negligent acts or omissions of MBR and/or M&P.**
4. Should MBR and/or M&P, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage My Family may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition My Family may have.
6. In the event that I file a lawsuit against MBR and/or M&P, I agree to do so solely in the state of Oklahoma, and I further agree that the substantive law of Oklahoma 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 document shall remain in full force and effect.
7. I also acknowledge that MBR and/or M&P activities are performed at the address of MBR which is 2901 NW 16<sup>th</sup> Street, Newcastle, OK 73065 and on adjacent property owned by Dolores L. Beaty, Trustee of the Willard E. Beaty and Dolores L. Beaty Family Trust (hereinafter collectively referred to as "Beaty Trust"). Furthermore, I also hereby agree to release, indemnify, and discharge the Beaty Trust, on behalf of My Family and that all waivers and provisions of this agreement also pertain to the Beaty Trust.

**By signing this document, I acknowledge that if any of My Family is hurt or MBR property or M&P property or Beaty Trust property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against MBR and/or M&P or the Beaty Trust on the basis of any claim from which I have released them herein. Furthermore,** In consideration of my minor child(ren) listed below, being permitted by MBR to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless MBR and Beaty Trust from any and all claims which are brought by, or on behalf of listed Minor(s), and which are in any way connected with such use or participation by Minor as referenced in this agreement.

Provide your name and names of all members for whom you are legally responsible.

NOTE: Age 18+ must complete and sign his/her own waiver.

I have had ample opportunity to read this entire document. I have read and understand it, and I agree to be bound by its terms.

DATE OF EVENT/FARM VISIT: \_\_\_\_\_ Number of immediate family members participating \_\_\_\_\_

Legal name(s) of Individual(s)/Parent(s)/Guardian(s) who is legally responsible for all parties attending:

\_\_\_\_\_

Additional Members in Attendance: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature(s) of Legally Responsible Individual/Parent/Guardian:



\_\_\_\_\_ Date Signed \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

**Do we have your permission to contact you with future offers or event notices? [ ] Yes [ ] No**