

**Iron Horse Country Ranch LLC
RANCH/CAMP WAIVER, RELEASE, ASSUMPTION OF RISK,
COVENANT NOT TO SUE AND INDEMNIFICATION AGREEMENT**

Participation in ranch and/or camp activities, including without limitation motorcycle riding and swimming, requires physical stamina, motor coordination, and mental alertness. The undersigned hereby attests that he/she (or his/her child if applicable) has no known physical or mental limitations and has not used any form of alcohol, prescription drugs or nonprescription drugs that could impair his/her (or his/her child if applicable) ability to handle a motorcycle and participate in camp/ranch activities. Participants under 18 years of age must have this form signed by a parent or guardian on behalf of the participant.

I. READ CAREFULLY: THIS SECTION IS A LEGAL RELEASE, ASSUMPTION OF RISK, WAIVER AND COVENANT NOT TO SUE AGREEMENT

In consideration of Iron Horse Country Ranch LLC, and/or their members, directors, employees, officers and/or agents, and/or other individuals or entities, furnishing facilities, services, equipment, and/or curriculum to enable me (or my child if applicable) to participate in activities on the ranch and/or camp, **I agree as follows:**

I fully understand and acknowledge that: (a) there are inherent **DANGERS AND RISKS OF INJURY, DAMAGE, PERMANENT DISABILITY OR DEATH** that exist in my (or my child's) use of motorcycles and motorcycle equipment, and in my (or my child's) participation in motorcycle activities and all other camp/ranch activities such as swimming, playing games or interacting with any animals that may be on the ranch/camp; (b) I (or my child) may encounter such risks and dangers without limitation from such sources as farm animals, wild animals, livestock, natural or manmade obstacles and objects, motorcycle tracks, trails, streams, ponds, trees, uneven terrain, brush, ravines, hills, ditches, equipment, machinery, sand, dirt, rocks, ramps, pools, debris, other riders, camp/ranch participants, camp/ranch personnel or other individuals; (c) my (or my child's) participation in camp/ranch activities and/or use of equipment from the camp may result in injury or illness including, but not limited to, **BODILY INJURY, DISEASE, STRAINS, FRACTURES, PARTIAL AND/OR TOTAL PARALYSIS, LOSS OF LIMBS, BLINDNESS, OTHER INJURIES OR AILMENTS THAT COULD CAUSE SERIOUS DISABILITY, OR DEATH**; (d) these risks and dangers may be caused by the negligence of Iron Horse Country Ranch LLC, its members, directors, employees, officers and agents, Justin or Annelise Turner or their relatives, the owners of the property where any camp or ranch activities occur, other participants and other individuals or entities and may arise from foreseeable or unforeseeable causes; and (e) by participating in camp/ranch activities and/or using equipment from the camp/ranch, **I, on behalf of myself, my personal representatives and my heirs (and my child if applicable), hereby assume all risks of injury, damage or death, known and unknown, and all responsibility, and agree to release Iron Horse Country Ranch LLC, its members, directors, employees, officers and agents, Justin and Annelise Turner and their relatives, the owners of the property where any camp or ranch activities occur, other participants and any other individuals or entities for any injuries, losses, damages and/or death, including those caused solely or in part by the negligence of Iron Horse Country Ranch LLC, its members, directors, employees, officers and agents, Justin or Annelise Turner or their relatives, the owners of the property where any camp or ranch activities occur, other participants and/or any other individuals or entities.** If I (or my child) have brought a motorcycle to use in Iron Horse Country Ranch LLC activities, I also agree that this release applies to any damage that occurs to it. I agree and understand that, on behalf of myself, my personal representatives and my heirs (and my child if applicable), I am relinquishing any and all rights I (or my child if applicable) now have or may have in the future to sue Iron Horse Country Ranch LLC, its members, directors, employees, officers and agents, Justin and Annelise Turner and their relatives, the owners of the property where any camp or ranch activities occur, other participants and any other individuals or entities for any and all injuries, losses, damages, or death I (or my child if applicable) may suffer arising from motorcycle riding, using equipment from the camp/ranch or engaging in any other camp activities, including any claims based in whole or in part on the negligence of Iron Horse Country Ranch, LLC, its members, directors, employees, officers or agents, Justin or Annelise Turner or their relatives, the owners of the property where any camp or ranch activities occur, other participants and/or any other individuals or entities.

I HAVE READ THIS RELEASE AGREEMENT AND BY SIGNING BELOW I AGREE THAT I KNOWINGLY AND WILLINGLY ASSUME ALL RISKS OF INJURIES, DAMAGE, LOSS AND/OR DEATH AND RELEASE IRON HORSE COUNTRY RANCH LLC, ITS MEMBERS, DIRECTORS, EMPLOYEES, OFFICERS AND AGENTS, JUSTIN AND ANNELISE TURNER AND THEIR RELATIVES, THE OWNERS OF THE PROPERTY WHERE ANY CAMP OR RANCH ACTIVITIES OCCUR, OTHER PARTICIPANTS AND ANY OTHER INDIVIDUALS OR ENTITIES FROM ALL LIABILITY FOR ANY INJURIES, DAMAGES, LOSS AND/OR DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE, to the fullest extent permitted by law, and I sign it freely and voluntarily without any inducement. I have had the opportunity to ask any questions about the above waiver and release and I understand its terms and meaning.

(Participant Name - Please Print)

(Participant signature if 18 years or older)

(Date)

(Signature of parent or legal guardian if less than 18 years old)

(Relationship)

If for Family you may list the other family member participants:

II. READ CAREFULLY: THIS SECTION IS AN INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In consideration of Iron Horse Country Ranch LLC, and/or their members, employees, officers and/or agents and/or other individuals or entities furnishing facilities, services, equipment, and/or curriculum to enable me to participate in Iron Horse Country Ranch LCC activities, **I agree as follows:**

I, on behalf of myself, my personal representatives and my heirs (and my child if applicable), agree to hold harmless, defend, and indemnify Iron Horse Country Ranch LLC, its members, directors, employees, officers and agents, Justin and Annelise Turner and their relatives, the owners of the property where any camp or ranch activities occur, other participants and any other individuals or entities from any and all claims, suits, or causes of action by others for bodily injury, property damage, or other damages or losses which may arise out of my use (or my child's use) of motorcycles or motorcycle equipment or my participation (or my child's participation) in any camp activities, including without limitation any claims arising in whole or in part from the negligence of any other individuals, Iron Horse Country Ranch, LLC or its members, directors, employees, officers and agents, Justin or Annelise Turner or their relatives, the owners of the property where any camp or ranch activities occur, or other participants.

I HAVE READ THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND BY SIGNING BELOW I KNOWINGLY AND WILLINGLY AGREE TO ACCEPT LEGAL RESPONSIBILITY AND PAY FOR ANY LOSS FOR CLAIMS OR LAWSUITS AGAINST IRON HORSE COUNTRY RANCH LLC, ITS MEMBERS, DIRECTORS, EMPLOYEES, OFFICERS AND AGENTS, JUSTIN OR ANNELISE TURNER OR THEIR RELATIVES, THE OWNERS OF THE PROPERTY WHERE ANY CAMP OR RANCH ACTIVITIES OCCUR, OTHER PARTICIPANTS AND ANY OTHER INDIVIDUALS OR ENTITIES ARISING FROM MY PARTICIPATION (OR MY CHILD'S PARTICIPATION) IN CAMP ACTIVITIES REGARDLESS OF WHETHER ANY NEGLIGENCE OF IRON HORSE COUNTRY RANCH LLC, ITS MEMBERS, DIRECTORS, EMPLOYEES, OFFICERS AND/OR AGENTS, JUSTIN OR ANNELISE TURNER OR THEIR RELATIVES, THE OWNERS OF THE PROPERTY WHERE ANY CAMP OR RANCH ACTIVITIES OCCUR, OTHER PARTICIPANTS OR OTHER INDIVIDUALS IS ALSO INVOLVED, and I sign it freely and voluntarily without any inducement.

I have had the opportunity to ask any questions about the indemnification and hold harmless section and I understand its terms and meaning.

(Participant Name - Please Print)

(Participant signature if 18 years or older)

(Date)

(Signature of parent or legal guardian if less than 18 years old)

(Relationship)

If for Family you may list the other family member participants:
