

# AGREEMENT TO ASSUME ALL RISKS; RELEASE OF LIABILITY/ AGREEMENT NOT TO SUE & TO INDEMNIFY

*Please read this contract carefully. It releases El Rey Ranch, LLC including El Rey Outdoor Sports, LLC, El Rey Events, LLC, El Rey Ministries, Corp, El Rey Ranch Equine Therapy, and other affiliated companies from liability and waives certain rights.*

In consideration of being permitted to participate in the guest ranch experience facilitated by El Rey Ranch, I, the Participant (or, if the Participant is under the age of 18, I on the Participant's behalf), understand, acknowledge, and contractually agree as set forth below (the "Agreement"):

**1. Acknowledgement of Dangers and Risks:** I understand, acknowledge, and agree that participating and using the facilities at El Rey Ranch and/or participating in the guest ranch experience facilitated by El Rey Ranch, which experience may entail various activities including lodging, food service, horseback riding,, fishing, swimming, kayaking, canoeing, paddle boating, archery, hunting, hiking, biking, cooking classes, remote control vehicles and boats, foosball, ping pong, sports, games, and transport by El Rey Ranch to/from these activities (hereinafter the "Activities") can be **HAZARDOUS AND INVOLVE THE RISK OF PHYSICAL INJURY AND/OR DEATH**. I understand, acknowledge, and agree that participating in the Activities involves certain inherent dangers and risks that cannot be eliminated or controlled by El Rey Ranch, the presence of which are integral to the recreational nature of the Activities. The following list of dangers and risks that could cause physical or emotional injury or death is not exhaustive, and I understand that there are many other dangers or risks associated with the Activities not listed below: 1) **Risks associated with horseback riding, and hiking** including: errors in guide or wrangler judgment, or lapse in guide or wrangler skill; falling off, being thrown from, bucked off, kicked by, bitten by equines or livestock; being caught in tack or ropes and dragged by equines or livestock; allergic reactions to equines or livestock; other injurious contact with equine animals, livestock, equipment, or fencing; damaged or malfunctioning tack, ropes, fences or equipment; slipping saddles; falls; slipping; tripping; unmarked obstacles; collisions with natural and man-made objects; and equipment failure or malfunction. 2) **Risks associated with archery, and hunting** including: being shot with ammunition or arrow; and hearing loss and other injuries associated with discharging a firearm. 3) **Risks associated with kayaking, canoeing, paddle boats, swimming, fishing, and being in or around water or hot tubs** including: falling into water; water immersion including drowning; jumping, diving, falling, or being thrown into unfamiliar water with submerged hazards; capsizing or sinking water crafts; getting trapped or caught beneath an overturned water craft; failure to properly control water craft as a result of lack of adequate knowledge, experience or skill; trapped limbs; striking and/or becoming entangled with strainers or other objects under the surface of the water; changing water levels and conditions; injurious contact with natural and manmade submerged objects; and slipping, tripping, or falling while wading, paddling, or walking along the water's edge; slippery surfaces; overheating; bacterial or viral infection; and injuries from fishing hooks, lines, or equipment. 4) **Risks associated with transport in a track chair, golf cart or motor vehicle**, including: all commonly understood risks of riding in a vehicle, golf cart, and/or track chair; being struck by or other injurious contact with other golf carts or track chairs, vehicles or trailers; injurious contact with equipment being loaded/unloaded; risks associated with riding in a vehicle in remote terrain or on four-wheel-drive roads; rollover accidents and other risks commonly associated with track chairs, golf carts and off road vehicles; and lapse in driver judgment or skill. 5) **Risks associated with biking, e-biking**, including: rough trail; falling; striking or otherwise coming into injurious contact man made or natural objects or obstacles; equipment malfunction or failure; falling off of or being thrown from a bike or e-bike; collisions with other trail users; or other man made or natural objects; and pinching or tearing of limbs and digits; 6) **General risks associated with on-ranch and off-ranch activities and exposure to the elements on a guest ranch and in other surrounding wildlands**, including: hatchet throwing, and knife throwing, flying man-made objects such as balls, frisbees, horseshoes, or other gear or equipment; remote controlled devices such as vehicles and boats; falling trees or other objects; exposure to extreme and inclement weather; moving objects associated with extreme weather and wind; temperature fluctuations; wind; hail; storms and lightning; landslides; rock-fall; mudslides; avalanche; water crossings; flash flood; low light or darkness; wildfire; uncontrolled camp or kitchen fire; kitchen or cooking-related dangers; exposure to food allergens; choking; food-borne, water-borne or air-borne bacteria or virus; burns, frostbite and hypothermia; mental or physical shock; burns or burning associated with campfires, hot surfaces, and sun exposure; sickness or disease, exposure to pathogens, viruses, and diseases, including but not limited to contraction of Covid-19; heatstroke, dehydration, hyponatremia, altitude sickness, and asphyxiation; snake/reptile bites or injuries: insect bites; bee stings; allergic reaction to insects or plants; allergen exposure; exposure to or attack by wildlife; bear, mountain lion etc., overexertion; fatigue; dizziness or disorientation; diminished reaction time; getting lost; and all manner of injuries including brain injury, spinal injury, paralysis, broken bones, fractures, punctures, strains, sprains, lacerations, and internal injury; mentally or physically unstable or criminal trip participants; negligence, intentional misconduct, or malice by other participants; actions taken by other participants as a result of consumption of alcohol or drugs; errors in ranch staff judgment or skill; inadequate or incorrect medical care; lack of readily accessible medical resources or care; poorly executed or failed rescue attempts; failure or lack of communication equipment or cell phone service; dangerous contact with rescue vehicles, boats, or aircraft; inadequate or malfunctioning equipment; and mental, physical, or emotional injury or distress from exposure to any of the above. I understand that El Rey Ranch has done its best to list the known risks of participating in the Activities, but agree that I have the right, obligation, and opportunity to research and verify the risks of participating in the activities.

**2. Assumption of Risk:** I acknowledge and agree that I am choosing to take part in the Activities despite the dangers and risks of doing so, and I freely choose to accept and assume the risks of participating in the Activities. I recognize that property loss, physical or emotional injury, and death are all possible while participating in the Activities. I expressly acknowledge and assume all risks, dangers, and consequences of the Activities, including but not limited to those risks, dangers, and consequences set forth in paragraph 1, above, that may result in physical or emotional injury, property damage, or death.

**3. Participant's Responsibilities and Representations:** I am physically and mentally capable of participating in the Activities. I understand the importance of all instructions given to me, whether in writing or verbally, and agree to follow all instructions at all times. I have had the opportunity to both independently research and discuss with El Rey Ranch the risks of participating in the Activities and my assumption of those risks. I have been informed of and understand the expectations of me while engaging in the Activities. I am responsible for truthfully disclosing and notifying El Rey Ranch of any risk to me or other participants associated with my own mental or physical conditions, including allergies that could result in anaphylaxis

Initials \_\_\_\_\_

or other adverse physical reactions. I specifically and expressly agree that I have full responsibility for managing and treating any such conditions to prevent injury to myself or others. I am not relying on any prior oral, written, or visual representations made by El Rey Ranch, including in any website or promotional materials, to induce me to participate in any adventure Activities.

**4. Release of Liability and Agreement Not to Sue:** Fully understanding the foregoing paragraphs, and in exchange for El Rey Ranch's agreement to allow the Participant to participate in the Activities, **I HEREBY AGREE NOT TO SUE** El Rey Ranch, LLC and any affiliated companies, Kevin Griffin and family and any associated companies, its affiliated companies, partners, and subsidiaries or any of their respective owners or managers, board members, volunteers, agents, employees, representatives, shareholders, officers, directors, affiliated organizations or companies, insurance carriers, successors in interest, and assignees (each hereinafter a "Released Party") for any property damage (including but not limited to equipment damage), injury or loss to Participant, including death, which Participant may suffer, arising in whole or in part out of Participant's participation in the Activities. By signing this Agreement, I am releasing any right to make a claim or file a lawsuit against any Released Party. I agree to hold harmless and release each and every Released Party from any and all liability and/or claims or causes of action for injury or death to persons or damage to property arising from Participant's participation in the Activities, **INCLUDING, BUT NOT LIMITED TO THOSE CLAIMS BASED ON ANY RELEASED PARTY'S ALLEGED OR ACTUAL NEGLIGENCE** or breach of any contract, express or implied warranty, or violation of the Arkansas Consumer Protection Act.

**5. Agreement to Indemnify:** I agree to **INDEMNIFY (REIMBURSE)** each Released Party from and for any and all claims of the Undersigned and/or a third party arising in whole or in part from Participant's participation in the Activities. In other words, if Participant and/or anyone on Participant's behalf files any lawsuit or brings any claim for injury or damage against any Released Party, undersigned will be required to pay back to any and all Released Party all sums of money incurred by, or paid by or on behalf of, any Released Party on account of the bringing of such suit or claim, including all attorneys' fees and costs.

**6. Medical Authorization, Release, and Indemnification:** I hereby 1) authorize the Released Party to undertake any emergency medical care for Participant; 2) authorize any Released Party and/or their authorized personnel to call for medical care for the Participant or to transport the Participant to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed; 3) agree that, following Participant's transport to any such medical facility or hospital, the Released Party shall not have any further responsibility for Participant; 4) agree to pay all costs associated with the medical care, rescue expenses, and related transportation provided for the Participant; and 5) shall indemnify and hold harmless (as set forth in paragraph 5, above) any Released Party from any and all liability and/or claims associated with such medical care and/or related transportation.

**7. Application of Agreement to Minor Participants:** In the case of a minor Participant, I, as parent or legal guardian, acknowledge that I am signing this Agreement on behalf of my minor child, in accordance with Arkansas Law. I represent that I am a **legal** parent or guardian of the minor Participant.

**8. Representation of Capacity to Contract, and Acknowledgement That Agreement is a Binding Contract:** I represent that I am at least 18 years of age, and that I have the capacity to understand and be bound by all of the provisions of this Agreement. I understand and acknowledge that this Agreement is a contract and shall be binding to the fullest extent permitted by law. It is my intent that this Agreement shall be binding upon my assignees, subrogors, distributors, heirs, next of kin, executors, and personal representatives, and those of the Participant.

**9. Agreement to Application of Texas Law and Selection of Forum:** I agree that any and all claims for injury and/or death arising from my participation in the Activities shall be governed by Arkansas law, and that the exclusive jurisdiction for any claim shall be in the Sevier County Arkansas District Court, without regard to where the incident giving rise to any lawsuit occurs, and without regard to any jurisdiction's conflicts of laws analysis. I agree that El Rey Ranch is not a common carrier.

**10. Miscellaneous Provisions:** If any sentence, clause, paragraph, or part of this Agreement is declared unenforceable, the remainder shall continue in full force and effect. This Agreement can be modified only in writing. An electronic signature or acknowledgment upon this Agreement is fully binding and enforceable, and a copy of this executed Agreement may be used as if it is the original.

[A.C.A. § 2-11-104](#) Assumption of Risk by Participant.

[A.C.A. § 2-11-105](#) Liability of Agritourism Activity Operator

[A.C.A. § 2-11-106](#) Limitation of Liability

[A.C.A. § 2-11-107](#) Warning Required

**UNDER ARKANSAS LAW "WARNING — Under Arkansas law, an agritourism activity operator is not liable for the injury or death of a participant in an agritourism activity resulting from the inherent risk of agritourism activities. Inherent risks include without limitation the risk of animals, weather, land conditions, and the potential for you as a participant to act in a negligent way that may contribute to your own injury or death. You are assuming the risk of participating in this agritourism activity."**

**I HAVE CAREFULLY READ THE FOREGOING TWO-PAGE AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I OR MY MINOR CHILD MAY OTHERWISE HAVE.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Full Name

\_\_\_\_\_  
Date

If signing on behalf of a minor, printed full name of minor Participant:

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Initials