

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services Reveille Peak Ranch, their agents, owners, officers, volunteers, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "RPR"), I hereby agree to release, indemnify, and discharge RPR, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative, and estate as follows:

1. I acknowledge that my participation in Obstacle Course Racing, Cabin Rental, Mountain Biking, Electric Bikes, Non Guided Hiking, Running, Swimming, Fishing, Kayaking, Paddling, Camping, Off Road One Wheel Electric Wheeler, Filming, Music Festival, Off Road Triathlon, Shooting Competitions, Robotics Conference, Horseback Riding, Scuba, Rock Climbing and Adventure Motorcycles activities 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: slips and falls; falling objects; flying debris; rugged terrain; weather conditions; water hazards; accidental drowning; accidents involving other bicycles or vehicles; collision with fixed or movable objects; injuries or accidents involving contact with or falls from the bicycle; being impaled by a fish hook; boat capsize and entrapment; water hazards; travel in remote areas; rapidly changing adverse weather and water conditions; watercraft are slippery when wet and accidents can occur getting in or out; damage to equipment or personal injury; major injuries are a risk as are sprains, strains, scratches, bruises, abrasions, cuts, lacerations, broken bones, fractures, musculoskeletal injuries including head, neck, and back injuries; injuries to internal organs; loss of fingers or other appendages; exhaustion; exposure to temperature and weather extremes which could cause hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration; and exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; loss or damage to equipment being used; equipment failure and/or operator error; improper lifting or carrying; being lost or separated from companions; the negligence of participants, or other persons who may be present; the use and carrying of firearms; latent or apparent defects or conditions in equipment, whether or not supplied; participation may result in the undersigned or third parties being shot by a firearm; suffering hearing loss; eye injury or loss; inhalation or contact with airborne contaminants and or flying debris; the negligence of other visitors, participants, or other persons who may be present; accidents or illness can occur in remote places without medical facilities and emergency treatment or other services rendered; transmissible pathogen or disease; traveling to and from activity locations raises the possibility of any manner of transportation accidents; my own physical condition, and the physical exertion associated with these activities.

Furthermore, RPR personnel 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 participation in this activity is purely voluntary, and I elect to participate in spite of the risks. Additionally, I agree to wear a U.S. Coast Guard approved personal flotation device (life jacket) while participating in kayaking activities; and a properly fitted and secured certified helmet while participating in all biking related activities.

3. **Indemnity, release and hold harmless agreement in favor of RPR.** I hereby voluntarily release, forever discharge and agree to indemnify and hold harmless RPR from any and all claims, demands, or causes of action based upon or arising out of injuries, including death, to persons, or damages to or destruction of property, sustained or alleged to have been sustained in connection with, arising out of, or in any way related to my participation in this activity or my use of RPR's equipment or facilities, including any such claims, demands or causes of action which are based or founded, ***in whole or in part, upon the alleged negligent acts or omissions of RPR.***

4. Should RPR 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 I 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 I may have.

6. In the event that I file a lawsuit against RPR, I agree to do so solely in the state of Texas, and I further agree that the substantive law of that state 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.

By signing this document, I acknowledge that if anyone is hurt or 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 RPR on the basis of any claim from which I have released them herein. I also agree that this document is valid for subsequent visits and participation at RPR. 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.

Print Name _____ Phone Number _____

Address _____

Signature of Participant _____ Email _____ Date _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of _____ (print minor's name) ("Minor") being permitted by RPR to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless RPR from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian _____ Print Name _____ Date _____

Emergency Contact Name _____ Phone _____