

Pinyon Pine Ranch LLC (PPR)

RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

PLEASE READ THIS ENTIRE DOCUMENT CAREFULLY.
IF YOU HAVE ANY QUESTIONS,
PLEASE CONSULT YOUR LEGAL COUNSEL PRIOR TO SIGNING THE DOCUMENT.

In consideration of being permitted to access, handle, and/or utilize equipment and facilities and/or participate in any activity hosted or facilitated by Pinyon Pine Ranch LLC., their respective directors, agents, board members, volunteers, employees, sponsors, advertisers, property owners and lessors of premises, including any adjacent property owners on which indoor and/or outdoor activities take place, I (name: _____), my personal representatives, assigns, heirs, minor children, and next of kin:

1. Acknowledge and agree that I understand the nature of outdoor activities, that there are certain risks that simply cannot be eliminated without altering and/or jeopardizing the natural landscape, historical value, and/or the natural characteristics of Pinyon Pine Ranch (PPR), and that I, in good physical health, and in proper physical condition, are able to participate in outdoor Activities conducted in both improved and unimproved high-desert environments in excess of 4,000 ft above sea level, which include ridges, ledges, edges, canyons, boulders, rocks, trees, river beds and washes. I further acknowledge that the Activities include the use of trails, roads, and facilities that are shared by the public, of which, the hazards of traveling are to be expected. I further agree and warrant that if, at any time, I believe conditions to be unsafe or that I myself am physically or otherwise inhibited, I will immediately discontinue my current course or activity, and/or further participation in any Activities for my own protection.
2. I acknowledge and agree that each Activity offered at Pinyon Pine Ranch LLC exposes its participants to the usual risk of cuts and bruises. Other more serious risks exist as well. "Activities" or "Activity" is defined as anything associated with or occurring at or near the Pinyon Pine Ranch LLC facility, including, without limitation: hiking, rock climbing, scrambling, rappelling, swinging, camping, glamping, camp fires, cooking fires, cooking, soaking, ropes courses, inflatables, teambuilding activities, archery, horseshoes, darts, service projects, mountain biking, field games, disc golf, horseback trail riding, field trips off property including but limited to: horseback trail riding, caving, mountain biking, and hiking. Activities also include usage of trails, pathways, parking lots, stairs, buildings, tents, and all other facilities.

Risks associated with participation in the Activities (the "Risks") include, but are not limited to: dangers associated with exposure to weather and physical exertion, strains, sprains, dislocations, fractures, broken bones, facial injuries, trauma, impalement, paralysis, permanent disability, loss of limb, and death; dangers from wet surfaces, tripping, slipping, and/or falling hazards, and other types of contact with man-made and natural features including rock slides, falling rocks, falling tree limbs, avalanches; dangers stemming from impacts with other individuals or participants and/or their equipment; dangers associated with height based activities, including but not limited to harness and/or line failure, falls and/or slips from heights and obstacles, colliding with rocks, trees, ground, and other objects; dangers stemming from structural, helmet, and/or safety equipment malfunctions; dangers associated with rope related activities, including but not limited to entanglement; dangers from being crushed including but not limited to falling trees, falling tree limbs, falling rocks, landslides; dangers associated with projectile implements, including but not limited to objects carried by high winds, darts, horseshoes, archery, slingshot; dangers associated with water activities, including but not limited to flash floods, falling into water, drowning or other complications associated with immersion in water, high speeds and sudden stops in water, becoming pinned or entrapped by items or obstacles in the water, colliding with rocks, and other items in the water; dangers associated with horseback trail riding, including but not limited to falling from horses, being thrown from horses, being kicked or bitten; dangers associated with hiking, camping, glamping, including but not limited to opportunities to become lost, confrontations with wildlife, burns from the BBQ or fire pit, colliding, tripping, slipping or falling from or into exposed rocks, tree roots, trees, tree limbs, ground holes, the ground, or other objects; dangers associated with impairment from alcohol, legal or illegal drugs; dangers associated with falling from natural features including but not limited to ridges, ledges, loose rocks and/or boulders; dangers associated with allergies to flora, dust, food, spices, or wounds from impact with cactus; dangers associated with contact from venomous and non-venomous reptiles including but not limited to coral snake, rattle snake, copperhead and cottonmouth snakes, and Gila monsters; dangers from contact with arachnids including but not limited to scorpion, tarantula, black widow, Arizona brown recluse, desert centipede, kissing bug, blister beetle; dangers from contact with

mammals including but not limited to black bear, mountain lion, bobcat, coyote, wild dog, skunk; dangers from contact with insects including but not limited to mosquitos, tarantula hawks, and Africanized bees; dangers arising from equipment failure or malfunction and potential misjudgment by staff; dangers stemming from the remote location of the camp that can delay the delivery of emergency medical services; dangers associated with negligent rescue operations; dangers associated with acts of God including but not limited to lightning strikes, severe weather, fire, flash floods, landslides, avalanches, and earthquakes, all of which potentially resulting in fractures, broken bones, facial injuries, trauma, impalement, paralysis, permanent disability, loss of limb, and death.

I acknowledge that the Risks and dangers may be caused by my own actions, or inactions, the actions or inactions of other participants in the group, the condition in which the Activity takes place, or the negligence of the Releasees named above. There may be other risks and social and economic losses either not known to me or not readily foreseeable at this time, and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in any Activities.

Furthermore, all individuals associated with Pinyon Pine Ranch LLC seek the safety of all individuals, however due to the inherent risks of the activities that are offered and consequently, the difficulty of their jobs, are not infallible. Employees and volunteers may be unaware of a participant's true fitness or abilities. They may inadvertently give incomplete warnings or instructions. The equipment on the facility may malfunction. Releasee employees or volunteers may be negligent in, among other things, monitoring and supervising use of its equipment and facilities and in the maintenance and repair of its equipment and facilities.

I expressly agree and promise to accept and assume all the Risks existing in all Activities. My participation is purely voluntary, and I elect to participate despite the Risks. Thus, participation is solely at my own risk and I assume full responsibility for any resulting injuries or damages.

3. I hereby release, forever discharge, and covenant not to sue Releasees regarding all liability, claims, demands, losses, causes of action, or damages which are in any way connected with my participation in any Activities or my use of Releasees' equipment or facilities, including any such claims which caused or alleged to be caused in whole or in part by negligent acts or omissions on my account, or that of the Releasees or otherwise, and I further agree that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement I, or anyone on my behalf, makes a claim against any of the Releasees, will indemnify, save, and hold harmless the Releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such a claim.
4. I certify that I have adequate insurance to cover any injury or damage that I may cause or suffer while participating in Activities, 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 that I may have.
5. I fully understand that in the event a lawsuit arises against Releasees, I agree that venue and jurisdiction shall be solely in Mohave County, Arizona, and I further agree that the substantive law of Arizona shall apply in that action without regard to the conflict of the law rules of that state. I agree that if any provision of this agreement is found to be unenforceable or invalid, the agreement shall be ineffective only to the extent of such provision and the validity of the remaining provisions of the agreement shall not be affected, and this agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
6. By signing this agreement, I certify that I will obey all posted signs and warnings as well as obey all instructions provided by Releasees. I am also verifying that I am not pregnant or that I have informed Releasees if I am pregnant, I do not have heart or pulmonary issues that are not cleared by a physician for physical activity, I am able to walk a "country mile," I am not prone to seizures, and I am not under the influence of drugs or alcohol.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT, HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE, HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY; I UNDERSTAND THAT BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE THAT IF ANYONE IS HURT OR PROPERTY IS DAMAGED DURING MY PARTICIPATION IN RELEASEES' ACTIVITIES, I MAY BE FOUND IN A

COURT OF LAW TO HAVE WAIVED MY RIGHT TO MAINTAIN A LAWSUIT AGAINST PINYON PINE RANCH LLC OR ANY RELEASEES ON THE BASIS OF ANY CLAIM FROM WHICH I HAVE RELEASED THEM HEREIN AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.