

## Oglesby Farm, Waiver and Release of Liability

THIS IS A RELEASE OF LIABILITY-READ CAREFULLY BEFORE SIGNING THIS DOCUMENT IT IS A BINDING AGREEMENT – OGLESBY FARM

In consideration of OGLESBY FARM, their owners, agents, volunteers, officers, employees and other associates furnishing services, materials and/or equipment to enable me to participate in and allowing to general admission to OGLESBY FARM, off-road related activities, or ATV-quad riding, or any other activities, scheduled or unscheduled I agree as follows:

I understand and acknowledge that: (a) risks and dangers exist in the use of any motorized vehicle for off-road driving, general admission to OGLESBY FARM, off-road related, or other activities, scheduled or unscheduled of which I may partake as a part of, prior to, or after participation in the present event; (b) my participation in such activities and/or use of such equipment may result in injury or illness including, not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability; (c) these risks and dangers may be caused by the negligence of the owners, volunteers, employees, officers, or agents of OGLESBY FARM, the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes; (d) these risks and dangers may arise from foreseeable and unforeseeable causes; and (e) by my participation in these activities and/or use of equipment, I HEREBY ASSUME ALL RISKS AND DANGERS AND ALL RESPONSIBILITY FOR ANY LOSSES AND/OR DAMAGES, whether caused in whole or in part by the negligence or other conduct of the owners, volunteer, agents, or officers of OGLESBY FARM or DEBORAH OGLESBY. I, on behalf of myself, my personal representatives and my heirs, hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify OGLESBY FARM and their owners, volunteers, agents, officers, employees and other associates from all claims, suits, or causes of action for bodily injury, property damage, wrongful death, loss or services or otherwise which may arise out of my participation in these activities which include, but are not limited to general admission to OGLESBY FARM, off-road related activities, ATV/Quad riding, or any other activities, scheduled or unscheduled. I specifically understand that I am waiving and forever releasing and discharging OGLESBY FARM and their owners, agents, volunteers, officers, or employees from any and all claims or causes of action that I may have presently or which may arise in the future. This waiver and release is effective for all acts, negligent or otherwise, and conduct by OGLESBY FARM and their owners, agents, volunteers, officers, or employees.

BY MY INTIALS HERON, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THE FORGOING WIVER AND RELEASE OF LIABILITY Initials \_\_\_\_\_

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WAIVER OF RIGHTS TO PHOTOGRAPHIC AND/OR ELECTRONIC IMAGES

Assignee understands that OGLESBY FARM may take photographic or other electronics images of its events. Assignee hereby agrees that all photographs or other images obtained in any manner by OGLESBY FARM, its agents, volunteers, employees or associates are the property of OGLESBY FARM.

OGLESBY FARM reserves the right to use these images for any commercial or business purposes. Assignee hereby waives all rights to said images and releases, remises and forever discharges, OGLESBY FARM, owners, it's agents, employees, officers, directors, shareholders, and servants from any and all demands, actions, causes of actions, suits, damages, costs, and any other claim that may arise regarding said images or their use.

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT I AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE OGLESBY FARM, DEBORAH OGLESBY, IT'S AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, AND SERVANTS FROM INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

I FURTHER EXPRESSLY AGREE THAT THE FOREGOING WAIVER AND RELEASE OF LIABILITY IS INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED BY LAW OF THE STATE OF ARKANSAS IN WHICH SERVICES, MATERIALS AND/OR EQUIPMENT ARE PROVIDED, AND THE COURSE OF BUSINESS IS CONDUCTED, AND THAT IF ANY PORTION THEREOF IS HELD UNVALID. IT IS AGREED THAT THE BALANCE SHALL, NOTWITHSTANDING, CONTINUE IN FULL LEGAL FORCE AND EFFECT.

I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANCIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

I CERTIFY THAT THE VEHICLE(S) I BRING TO THIS EVENT IS/ARE LAWFULLY REGISTERED, INSPECTED, AND INSURED, AND THAT I HAVE NO KNOWLEDGE OF ANY CONDITION THAT MIGHT RENDER THE VEHICLE(S) UNSAFE IN ANY WAY. ADDITIONALLY, I CERTIFY THAT I AM PHYSICALLY AND MENTALLY HEALTHY AND HAVE NO CONDITIONS THAT WILL PUT ME AT RISK WHILE PARTICIPATING IN ANY ACTIVITIES, SCHEDULED OR UNSCHEDULED, AS HEREIN DESCRIBED.

PLEASE PRINT NAME \_\_\_\_\_

PARTICIPANTS SIGNATURE \_\_\_\_\_

DATE SIGNED \_\_\_\_\_

ADDRESS \_\_\_\_\_

IF UNDER 18 GUARDIANS PRINTED NAME \_\_\_\_\_

IF UNDER 18 SIGNATURE OF GUARDIAN \_\_\_\_\_