

**ROADS END RANCH, INC.
ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM**

BY SIGNING THIS ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM ("WAIVER AND RELEASE"), I AGREE TO RELEASE ROADS END RANCH, INC., its officers, employees, representatives, and agents (collectively, "ROADS END") FROM LIABILITY. I acknowledge this Waiver and Release will be used by ROADS END, and that it will govern my conduct relating to ROADS END.

I ACKNOWLEDGE AND AGREE THAT ROADS END MAY REFUSE TO PROVIDE ME GOODS OR SERVICES, AND MAY EXCLUDE ME FROM ANY ACTIVITIES CONDUCTED BY, OR PREMISES UNDER THE CONTROL OF, ROADS END FOR ANY LEGAL REASON, INCLUDING BUT NOT LIMITED TO FAILURE TO FOLLOW ANY RULES, REGULATIONS, OR INSTRUCTIONS PROVIDED BY ROADS END.

I acknowledge that participation in activities conducted by, or entrance onto premises under the control of, ROADS END involves physical and mental activities, and acknowledge that I possess the ability to adequately and safely participate in those activities. I HEREBY ACKNOWLEDGE AND ASSUME ALL RISKS OF PARTICIPATING IN ANY ACTIVITIES ASSOCIATED WITH, OR PROVIDED BY, ROADS END, including but not limited to risk caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, and actions of other people including, but not limited to participants, those associated with ROADS END, or other 3rd parties. I acknowledge and assume that these risks may cause property loss, personal injury, or even death.

As a condition of my participation in activities conducted by, or entrance onto premises under the control of, ROADS END, I hereby agree to bind myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

- (A) I WAIVE, RELEASE, AND DISCHARGE ROADS END from any and all liability, including but not limited to liability arising from the negligence or fault of ROADS END for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me.
- (B) INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE ROADS END from any and all liabilities or claims arising out of my participation in activities conducted by, or entrance onto premises under the control of, ROADS END.

I acknowledge that ROADS END is NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting any activity on its behalf.

I understand while participating in this activity, I may be photographed. I agree to allow ROADS END to use my photo, video, or film likeness for any legitimate purpose, including but not limited to advertising.

This Waiver and Release of Liability shall be construed broadly to provide a waiver and release to the maximum extent permissible under applicable Kansas state and federal law. Any dispute arising out of this Waiver and Release, or the related activities of ROADS END, shall be governed exclusively by Kansas law, and shall be subject to the exclusive jurisdiction of the State and Federal Courts located in Wichita, Kansas.

I HAVE FULLY READ THIS WAIVER AND RELEASE, UNDERSTAND ITS CONTENTS, HAVE THE CAPACITY TO AGREE TO THIS WAIVER AND RELEASE, AGREE TO RELEASE ROADS END FROM LIABILITY AS SET FORTH HEREIN, AND SIGN THIS WAIVER AND RELEASE OF MY OWN FREE WILL.

Participant's Signature	Date	Participant's Name (Please print legibly)	Age
Parent/Guardian Signature (If Participant is under 18 years old, Parent or Guardian must also sign)	Date	Address	
		E-mail (optional) <i>for upcoming events</i>	