

BAR – J RANCH

7938 CALION HWY. EL DORADO AR. 71730

Bus. (870) 748-2514

www.barjranch.biz

Fax (870) 748-2245

GUEST RANCH

RELEASE OF LIABILITY AND PARTICIPATION AGREEMENT

I hereby acknowledge that I have knowingly entered into equestrian training lessons, and/or trail riding and/or pistol, rifle, shotgun, archery shooting sessions, and/or zip line riding sessions, and/or fishing sessions, and any other activities conducted at Bar-J Ranch and acknowledge that I am bound by the terms and conditions of this Release and Participation Agreement between Bar-J Ranch, its employees and agents and myself and the persons with me, for whom I am responsible.

I further acknowledge and understand that no warranty or representation, expressed or implied, is being made by Bar-J Ranch as to the condition of any of the animals, materials, fixtures, equipment, trails, gates, fences, grounds, ponds, creeks and woods, cars, trucks, tractors, and/or any other vehicles, which may be used by me. I am familiar with safety rules regarding horses, firearms and the zip line and acknowledge that potential dangers exist in the use and participation in these activities, as well as all of the other activities conducted at Bar-J Ranch, which could result in property damage, personal injury or death. I understand the Arkansas equine law is hereby incorporated as follows: "Warning – Under Arkansas Law, an equine activity sponsor or professional shall not be liable for any injury to, or the death of a participant in equine activities resulting from the inherent risk of equine activities." Code of Arkansas 16-120-201. I agree to abide by said rules at all times, and assume all risks involved in my participation in all of the activities of Bar-J Ranch.

In consideration of my being a participant in any of the above activities I hereby release Bar-J Ranch, its agents and employees from all liability for damages of any kind, including property damage, personal injuries, medical expenses, loss of wages, permanent disability, and further agree to hold harmless and indemnify Bar-J Ranch for any and all claims made against it (including all attorney's fees incurred) as a result of any incident occurring while participating in any of the Bar-J activities. I further agree to assume the responsibility of all medical bills, if any, and not to institute any claim or lawsuit for damages alleged to have arisen out of my participation in the above activities. All of the terms of this release shall apply to my agents, employees, successors and assigns to the greatest extent possible.

As used in this release and participation agreement, the terms "I" and "myself" shall also apply to all other persons with me, for whom I am responsible.

The Bar-J Ranch participates as an agritourism industry in the State of Arkansas and furthermore liability limitations as provided by the State of Arkansas Agritourism Statute 2-11-107 are incorporated in this agreement as follows: "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."

Signed this _____ day of _____, 20____

Adult/Guardian Printed Name

Participant and additional persons covered by this release:

Adult/Guardian Signature

Agent, Bar-J Ranch

I also hereby agree and grant permission to Bar-J Ranch for use of video and/or still photography of me/us for their promotional materials.

Participants full address and telephone #:

_____ () _____