



Brasada Ranch Activity Liability Release

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

I, the undersigned, and, if I am a person under 18 years of age, my parent/guardian and I (hereafter "I"), desire to participate in one or more of the following recreational activities a Brasada Ranch in Crook County, Oregon. As a condition of my participation in these activities, I agree to the following legal restrictions.

DEFINITIONS

1. The term "Activities" means all of the following defined activities offered at Brasada Ranch in Powell Butte, Oregon, and/or in an off-site location when Brasada Ranch has sponsored or promoted the activity:
 - A. "Animal Activities" means encounters with, or activities involving, any Brasada or privately owned animal other than an Equine including without limitation cattle, goats, sheep or other domestic or wild animal. The term "Equine" means a horse, pony, mule, donkey or hinny.
 - B. "Equine Activities" means all activities set forth in the Oregon Equine Activity Liability Limitation Law codified under ORS 30.687.
 - C. "Activities" also includes all other Activities that do not fall within the definitions of Equine Activities or Animal Activities. Such Activities may include, without limitation, boating, fishing, fitness center, golf and other activities including the following:
2. Depending on the context, "Brasada Ranch" means Brasada Ranch Inc. and its subsidiaries as legal entities and/or Brasada ranch the physical location.
3. The term "Releasee(s)" means Brasada Ranch Inc., an Oregon Corporation, its ultimate parent company Northview Oregon Resorts, Brasada Ranch Management LLC and affiliates, their respective successors and assigns, and their respective shareholders, directors, officers, members, employees, representatives, contractors and agents.

ASSUMPTION OF RISKS; ACKNOWLEDGEMENTS & PHOTO RELEASE

In consideration of my participation in any Activities, I agree that I shall be deemed to have voluntarily made and incurred the following risks:

For Equine and Animal Activities:

1. I acknowledge that (i) there are numerous obvious and non-obvious inherent risks present with Equine and Animal Activities despite the implementation of safety precautions, (ii) that by their nature, Equine and other animals are unpredictable and (iii) that any and all Releasees are not responsible for total or partial acts, occurrences, or elements of nature or acts of man that may cause an Equine or other animal to buck, stumble, fall, bite, kick, scratch, step on, run off, spook, jump, throw their heads, and otherwise make an unpredictable or aggressive movement that may cause serious bodily injury, paralysis, transmission of disease, death and/or emotional distress and psychological trauma to an Activity participant or observer.

For All Activities:

2. I understand that the Activities involve SIGNIFICANT RISK OF PROPERTY DAMAGE, SERIOUS BODILY INJURY (INCLUDING PARALYSIS AND TRANSMISSION OF DISEASE), OR DEATH, and I voluntarily agree to assume ALL SUCH RISKS AND RESPONSIBILITIES.
3. I warrant and represent that I am in good physical health. I agree that I am responsible for the safety of myself and any minors over whom I have supervisory responsibility, and I shall accept and abide by the rules and regulations that pertain to the Activities. I shall follow all instructions and directions from Brasada Ranch personnel, and agree to ask questions to clarify any issues about which I am uncertain.
4. I understand that helmets may be required for some of the Activities and I agree to wear a helmet, and to ensure any minor over whom I have supervisory responsibility wears a helmet, at all times when requested by Brasada Ranch personnel. If I decline to wear a helmet, or allow any minor over whom I have responsibility to remove a helmet, I shall be deemed to have voluntarily waived the protection afforded by a helmet and to have voluntarily assumed all risk of any bodily injury or death resulting therefrom.
5. I UNDERSTAND THAT I AM FINANCIALLY RESPONSIBLE FOR ANY AND ALL DAMAGE THAT I MAY CAUSE. I understand that if I damage equipment or other property. I will be financially responsible for all costs for repair or replacement. I further understand that the damage costs may not be determinable prior to the end of my visit. Accordingly, I specifically authorize and consent to the costs of repair and other fees being charged.
6. I acknowledge that this Activity Liability Release is effective for all days of my participation in Activities at and visits to Brasada Ranch, and is legally binding.
7. I hereby grant to the Releasee the absolute and irrevocable right and unrestricted permission with respect to any photographic portraits, pictures, motion pictures and/or video tapes of myself or any minor for which I have supervisory responsibility, that is taken in connection with any Activity, to copyright the same in Releasee's name, to use, reuse, publish, publicly disseminate via the internet or otherwise, or use in connection with any advertisement or commercial purpose for Brasada Ranch, or to otherwise use for any other lawful purpose without restriction or compensation from myself.

RELEASE OF LIABILITY, WAIVER AND INDEMNITY AGREEMENT

In consideration of my participation in the Activities, I agree to the following terms and conditions:

1. I agree to forever waive and release, covenant not to sue, and indemnify and hold harmless each Releasee from any and all liabilities, lawsuits, damages, actions, costs, losses, claims and expenses, including reasonable attorneys' fees and costs of litigation, on account of:
 - a. Any actual or alleged bodily injury (including paralysis or disease) or death of human beings; or
 - b. Any actual or alleged damage to, or loss of, property (including Equine and other animals); (collectively "Damages") arising out of, or in connection with any Activity or observation of Activity occurring on Brasada Ranch property or offsite in connection with a Releasee sponsored or related activity. I expressly acknowledge that my obligations to waive, release, covenant not to sue, indemnify and hold harmless, apply to any active or passive ordinary negligence on the part of any Releasee and, solely as to Equine activities, to any gross negligence on the part of any Releasee if and to the extent allowed under ORS 30.691 (1) for Equine Activity. In no event shall my forgoing obligation to waive, release, covenant not to sue, indemnify and hold harmless, apply to the extent that any Damages are caused by a Releasee's:
 - c. Intentional, willful or wanton disregard for the safety of myself or others; or
 - d. Gross negligence except as allowed under ORS 30.691 (1) for Equine Activity.

2. I authorize the Brasada Ranch to call for medical care for myself, family member, minor over which I have supervisory responsibility, friend or guest or to transport myself, family member, minor over which I have supervisory responsibilities, friend or guest to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. I agree that upon such transport to any such medical facility or hospital the Brasada Ranch shall have no further responsibility. Further, I agree to pay all costs associated with such medical care and related transportation provided for myself, family member, minor over which I have supervisory responsibility, friend or guest and shall indemnify and hold the Releasee harmless of and from any costs incurred therewith.
3. This Activity Liability Release shall be governed by the laws of the State of Oregon and any claim, demand, action or other litigation shall be brought solely in Crook County, Oregon.
4. This Activity Liability Release shall be binding to the fullest extent permitted by law on my heirs, next of kin, executor, administrators, insurers, assigns and representatives in the event of my death or incapacity.
5. If any provision of this Activity Liability Release is found to be unenforceable, the provision shall be construed as being modified to the extent needed to make it enforceable and the remaining provisions shall be enforceable. I am entering into this Activity Liability Release of my own free will. I am under no legal disability and I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of the Activities, other than as set forth in this document.
6. I agree to abide by the judgment of Brasada employees and will cooperate in being removed from the Activity when told that my behavior is not acceptable for the safety and/or pleasure of the other participants, Equine or other animals. THERE WILL BE FOR REFUNDS IF THE PARTICIPANT IS REMOVED FROM AN ACTIVITY OR EVENT FOR UNACCEPTABLE BEHAVIOR.

By signing this Activity Liability Release you are giving up certain legal rights, including the right to recover damages from a Releasee in case of injury, paralysis, sickness, disease, death or property damage. Read this Activity Liability Release carefully before signing it. Your signature indicates your understanding of and agreement to its terms.

I am aware of the risks, dangers and hazards associated with any Activities and I expressly accept and fully assume all such risks, dangers and hazards and the possibility of bodily injury, paralysis, death, disease, property damage or loss resulting therefrom.

I confirm that I read and understand this Activity Liability Release prior to signing it and I am aware that by signing this agreement I am waiving certain legal rights, which I or my representatives may have against Releasee.

Name (Print): _____

Signature: _____

Date: _____ **Date of Birth:** _____

Driver's License No #: _____ **Expiration Date:** _____

Name (Print): _____

Signature: _____

Date: _____ **Date of Birth:** _____

Driver's License No #: _____ **Expiration Date:** _____

Name (Print): _____

Signature: _____

Date: _____ **Date of Birth:** _____

Driver's License No #: _____ **Expiration Date:** _____

Name (Print): _____

Signature: _____

Date: _____ **Date of Birth:** _____

Driver's License No. #: _____ **Expiration Date:** _____

As the parent or legal guardian of the above minor(s), I have read this Activity Liability Release. I fully accept the terms and conditions of this release of liability and waiver of certain rights. I have discussed the risks with the minor(s) and have determined that we should accept those risks and this Activity Liability Release agreement. I agree to make all decisions concerning the minor's participation and involvement in the Activity. I acknowledge that I am also signing this Activity Liability Release agreement on behalf of the minor shall be bound by all terms of this Activity Liability Release to the fullest extent permitted by law.

Signature of Parent/Legal Guardian: _____

Name (Print clearly): _____

Date: _____

Contact in Case of Emergency: _____

Phone: (____) _____ - _____