

VISITATION, PARTICIPATION AND RELEASE AGREEMENT (the "Agreement"):

READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. IT CONTAINS LEGAL CONSEQUENCES THAT WILL AFFECT YOUR LEGAL RIGHTS AND ELIMINATE YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS.

RELEASED PARTIES INCLUDE: Tulsa Hills Youth Ranch, 4F Real Estate Oklahoma LLC, its agents, directors, owners, officers, volunteers, participants, employees, landlords and property owners and all other persons or entities acting in any capacity on their behalf (collectively referred to as "THYR".)

RELEASING PARTIES INCLUDE: The undersigned participant and minor participant(s) identified below, participant's spouse, children, parents, guardians, heirs, next of kin, and any legal or personal representatives, executors, administrators, successors and assigns, and/or anyone else who might claim or sue on participant's behalf.

TERMS

WAIVER AND RELEASE: In consideration of receiving permission from THYR to enter on the premises, the receipt of which permission is acknowledged, and in further consideration of receiving permission to participate in the activities described below, I hereby release, forever discharge and hold harmless THYR on behalf of myself, my heirs, assigns, personal representatives, my estate and the minor participant identified below (cumulatively "participant", "I", or "myself"), from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity which arise or may hereafter arise from my participation in horseback and equine activities, other games/physical activities, walking/running, group games, sports, aquatic activities, general recreation, general use of the Premises including its improvements, working on projects in a woodshop, baking, craft making, handling and petting dogs, chickens and/or other domestic or farm animals (collectively the "Activities") I affirm my understanding that this Release discharges THYR from any liability or claim that I may have against THYR with respect to any bodily injury, personal injury, illness, death, disability, property damage, incidental or consequential damages, punitive damages or special damages that may result from the Activities, whether caused by the negligence of THYR or its officers, directors, employees or agents, or otherwise. I also understand that I must defend, indemnify and hold harmless THYR from any and all claims and costs, including attorney's fees, arising out of or relating to the Activities, whether my actions arise from negligence or intentional acts. I also understand that THYR does not assume any responsibility for or obligation to provide medical, health or disability insurance.

(1) I understand that by my presence on the Premises, I may engage in the Activities and/or utilize the Premises in a way that may involve inherent risks that are beyond the control of THYR. THYR has taken precautions to provide a safe setting; nonetheless I understand that the possibility of injury, death, or loss to persons is present. I agree that I am aware of the risks and hazards inherent in entering the Premises and I elect to voluntarily enter the Premises, knowing the present condition and knowing that their condition may become more dangerous during the time I am on the Premises. I also affirm that I have inspected the Premises and am satisfied that all conditions are reasonably safe for my intended purpose, usage and presence upon the Premises.

(2) I further agree that horseback riding and all equine activities are inherently dangerous activities and that these activities will expose me to significant risks, both known and unknown, which could result in physical or emotional injury, or damage to myself, to property, or to third parties.

(3) I expressly agree and promise to accept and assume all the risks existing in the Activities, both known and unknown, whether caused or alleged to be caused by the negligent acts or omissions of the THYR. I hereby affirm that my participation in all the Activities is purely voluntary and I elect to participate in spite of the risks.

(4) I understand the risks, conditions, and dangers inherent in all the Activities (including equine). I agree to assume any and all risks involved in my use of or presence upon the Premises, while engaging in the Activities without limitation. These risks include, but are not limited to, death, bodily injury, property damage, falls, kicks, bites unavailability of emergency medical care, the ordinary negligence of another person, and the deliberate acts of another person. I understand that if a horse is frightened or provoked it may divert from its training act according to its natural survival instincts which may include, but are limited to, stopping short, spinning around, changing direction or speed, shifting its weight, bucking, rearing, kicking, biting, or running from danger. The same is true for other animals upon the property. I acknowledge that these are just some of the risks and I agree to assume others not mentioned above.

(5) I agree that THYR is not responsible for total or partial acts, occurrences, or elements of nature or unfamiliar sights, sounds or sudden movements that may scare an animal, including a horse, cause it to fall, or cause it to react in some other unsafe way e.g. inter alia thunder, lightning, rain, wind; wild and domestic animals, insects, reptiles, which may walk, run or fly near, or bite or sting a horse or person; and irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape. I also acknowledge that these are just some of the risks and I agree to assume others not mentioned above.

GENERAL CONDITIONS: (6) I agree to acknowledge all of THYR's rules and regulations pertaining to any and all activities (equine or otherwise) occurring on or off of THYR's property. I also agree that I am responsible for wearing protective gear appropriate for the Activities to ensure my safety while engaging in same.

(7) I understand that protective gear includes, but is not limited to, protective headgear. I agree that THYR has fully warned and advised me that protective equine headgear that meets or exceeds the quality standards of the SEI certified ASTM standard F1163 equestrian helmet should be worn while riding, driving, training, or being near horses. I understand that wearing such protective headgear at these times may reduce the severity of some of the wearer's head injuries and possibly prevent the wearer's death. I am not relying on THYR to provide a certified equestrian helmet for me, to check any headgear or equestrian helmet that I may wear, to check any headgear strap or equestrian helmet strap that I may wear, or to monitor my compliance with this suggestion at any time now or in the future.

(8) I agree to stay out of all barns, paddocks, corrals, tack-rooms, and all other non-office related buildings while waiting for the Activities or while waiting for a participant of such activities.

(9) I acknowledge that saddle girths (the fastener straps around a horse's belly) may loosen during riding. I must alert the instructor or attendant of any girth looseness so action can be taken to avoid slippage of saddle and the potential for me to fall from the horse.

(10) I certify that I have adequate insurance to cover any injury I may suffer while participating in the Activities, or otherwise agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions (per the Declaration of Fitness to Ride below), which could interfere with my safety in the Activities, or am otherwise willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.

(11) I understand that in this Agreement the terms "horse" and "equine" mean all equine species, including, but not limited to, horses, ponies, mules, donkeys, and hinnies.

(12) I UNDERSTAND THAT THIS AGREEMENT IS IN ADDITION TO, AND NOT IN LIEU OF THE OKLAHOMA LIVESTOCK ACTIVITIES LIABILITY LIMITATION ACT. 76 O.S. § 50.1 ET SEQ.

DECLARATION OF FITNESS TO RIDE: I hereby declare that I am physically fit to engage in the Activities. I do not, and have not, suffered from any of the following conditions, which I understand may lead to a dangerous situation with regard to other persons or myself during the Activities: epilepsy, fits, severe head injury, recurrent blackouts or giddiness, disease of the brain or nervous system, high blood pressure, lung or heart disease, recurrent weakness or dislocation of any limb, diabetes, mental illness, drug or alcohol addiction, recent back injury, arthritis and severe joint sprains, chronic bronchitis, asthma, rheumatic fever, thyroid adrenal or other glandular disorder, recent blood donation or any condition that requires the regular use of drugs. I hereby declare that I have no physical or mental condition that should preclude me from participating in the Activities, that I am not participating against medical advice or treatment and that I have not been diagnosed by a registered doctor as having a terminal illness. I further declare that in the event that I feel ill or unwell, have any physical complaints whatsoever or if an injury is sustained of any kind during the course of riding activities, I will notify the a instructor / guide / employee of THYR immediately and before moving away from the proximate vicinity.

MISCELLANEOUS: (13) I agree these releases are binding upon me, the minor participant(s) below for whom I am contracting, my heirs, executors, administrators, legal representatives, successors and assigns.

(14) This Agreement is the entire Agreement of the parties respecting the subject matter hereof. There are no other agreements, representations or warranties, whether oral or written, respecting the subject matter hereof.

(15) If any provision of this Agreement will for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement will be unimpaired, and the invalid, illegal or unenforceable provision(s) will be replaced by a mutually acceptable provision(s), which being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision(s).

(16) Each party hereto has entered into this Agreement based solely upon the agreements, representations and warranties expressly set forth herein and upon her, his or its own knowledge and investigation. No party has relied upon any representation or warranty of any other party hereto except any such representations or warranties as are expressly set forth herein.

(17) Each of the persons signing below on behalf of a party hereto represents and warrants that he or she has full requisite power and authority to execute and deliver this Agreement on behalf of the party for whom he or she is signing and to bind such party to the terms and conditions of this Agreement.

(18) In any action brought by a party hereto to enforce the obligations of any other party hereto, the prevailing party shall be entitled to collect from the opposing party to such action such party's reasonable litigation costs and attorney's fees and expenses (including court costs, reasonable fees of accountants and experts, and other expenses incidental to the litigation).

(19) This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

(20) This Agreement may be amended or modified only in writing which been signed by the parties hereto and which specifically references this Agreement.

(21) In the event any provision of this Agreement, or the application of such provision to any person or set of circumstances, shall be determined to be invalid, unlawful, or unenforceable to any extent for any reason, the remainder of this Agreement, and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful, or unenforceable, shall not be affected and shall continue to be enforceable to the fullest extent permitted by law.

(22) The rights, obligations, duties and covenants contained in this Agreement do not create a fiduciary duty. The parties hereby expressly disclaim any fiduciary obligation, whether express or implied, arising out of, without limitation, the negotiation, execution, delivery, performance, non-performance, and/or breach of the obligations imposed by this Agreement.

CHOICE OF LAW/VENUE: The validity, interpretation, and performance, of this Agreement shall be controlled by and construed under the laws of the State of Oklahoma (excluding conflict of law provisions). In any dispute arising from or relating to this Agreement, the parties mutually consent to jurisdiction and venue in any state or federal court located in the County of Tulsa, State of Oklahoma.

PARTICIPANT INFORMATION

NAME:(first)_____ (last)_____ (phone#)(____)_____ (Email)_____

You will receive quarterly newsletters and email updates unless you check the following: I **DO NOT** want newsletters or emails.

ADDRESS: _____ (City) _____ (State) _____ (Zip) _____

EMERGENCY CONTACT: _____ (Phone#)(____) _____ (Relationship) _____

MEDICAL: (Insurance Co.) _____ (Policy#) _____ I **DO NOT** carry medical insurance

I **DO NOT** have a physical or mental condition that may affect my safety or ability to ride, drive, and/or train a horse.

I **DO** have a physical or mental condition that may affect my safety or ability to ride, drive, and/or train a horse. If "I DO," please indicate how THYR can address your special need(s): _____

Medical Treatment: Volunteer does hereby release and forever discharge CAP Tulsa from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment or service rendered by any person in connection with Volunteer Services. Furthermore, I hereby authorize the staff of CAP Tulsa to act for me according to their best judgment in any emergency requiring medical attention.

I am 18 years of age, or older. I had the opportunity to ask questions about this document before signing it. I read and understood all of it, and by my signature I agree to be bound by each and every one of the terms herein.

PRINT
NAME: _____ **SIGNATURE:** _____ **DATE:** _____

PARENT/GUARDIAN WAIVER FOR MINOR PARTICIPANTS (UNDER 18 years of age)

I hereby represent that I am a parent or parent having sole custody, or legal guardian (“responsible party”) of the following minor participant(s), whom I am able to and do contract for:

Print First/Last Name: _____ Print First/Last Name: _____
Print First/Last Name: _____ Print First/Last Name: _____
Print First/Last Name: _____ Print First/Last Name: _____

List which, if any, minor participant(s) have a physical/mental condition affecting their safety or ability to ride/drive/train a horse:

Print Name(s): _____

If any, describe how THYR can address their special needs? _____

If different from above, list any addresses, emergency contact, and medical information (policy, etc.) for the minor participant(s):

By my signature below, I am acting in my capacity as the responsible party for the aforementioned minor participant(s) and am giving my consent for the minor participant(s) identified above to use the Premises and participate in the Activities. I affirm that I had the opportunity to ask questions about this document before signing it. I read and understand all of it, and by my signature I agree for myself and on behalf of the aforementioned minor participant(s) to be bound by each and every one of the terms in this agreement. I will ensure the minor participant(s) act in accordance with this Agreement, and I am liable for their actions as set forth above.

Signature of Parent or Guardian: _____ **Print Name:** _____ **Date:** _____

PHOTO RELEASE: I hereby grant to THYR the unrestricted and absolute, perpetual, worldwide right to reproduce, exhibit, display, perform, transmit, broadcast, distribute, modify, create derivatives, and otherwise use the photograph(s) or myself and any minor participant(s) identified below (the “photograph(s)”) for any purpose whatsoever. Furthermore I agree and acknowledge that:

- (1) The purposes for which the photograph(s) may be used include, without limitation, THYR publications, videos, books, and newsletters.
- (2) This release includes, without limitation, the right to use the photograph(s)- or any part of it-in combination with, or as a composite of, other matter, including, but not limited to, text, data, images, photographs, illustrations, animation and graphics, video or audio segments of any nature, in any media embodiment, now known or hereafter developed, including, without limitation, print, film, videotape, DVD, broadcast, digital transmission and electronic/online media.
- (3) This Grant includes the right to use the name of the minor participant(s) identified below, whether in original or modified form, or a fictitious name, in connection with the photograph(s).
- (4) In no event will I have the right to enjoy the distribution or exploitation of the photograph(s). I hereby relinquish any right that I may have to examine or approve the completed product(s) or advertising copy or printed matter that may be used by THYR or its licenses or assigns.
- (5) I also hereby voluntarily release and forever discharge-on my behalf and on behalf of the minor participant(s) identified below-THYR from any and all claims, demands, or causes of action for libel, defamation, invasion of privacy or right of publicity, infringement of copyright, or violation of any other right arising out of or relating to any utilization of the photograph(s) or the name of the minor participant(s) identified below. Such claims, demands, and causes of action include, without limitation, inadvertent errors, such as blurring, distortion, or alteration, or based upon any decision not to make use of the photograph(s). I understand that THYR and its licenses and assigns are relying on my consent to use the photograph(s) with respect to the promotion of various services or products. I acknowledge that neither myself nor any minor participant(s) identified below shall receive compensation with respect to any matter referred to in this Photo Release. All images-electronic or non-electronic negatives, positives, and prints-are owned by THYR. THYR is free to assign and license any and all of the rights granted in this Photo Release.

By my signature below, I am acting in my capacity as the responsible party for the aforementioned minor participant(s) and am giving my consent for the minor participant(s) identified above to use the Premises and participate in the Activities. I affirm that I had the opportunity to ask questions about this document before signing it. I read and understand all of it, and by my signature I agree for myself and on behalf of the aforementioned minor participant(s) to be bound by each and every one of the terms in this agreement. I will ensure the minor participant(s) act in accordance with this Agreement, and I am liable for their actions as set forth above.

Signature of Parent or Guardian: _____ **Print Name:** _____ **Date:** _____