

Shepherd of the Ozarks

RELEASE AND INDEMNIFICATION AGREEMENT

To be read and signed by each guest/visitor. Parents must sign for anyone under 18.

Shepherd of the Ozarks is located in the heart of the Ozarks and includes over 300 acres of beautiful woods and streams, waterfalls and caves, bluffs, ponds, natural springs and rolling open spaces. Any of the activities that can sometimes take place at Shepherd of the Ozarks, such as swimming, tubing/floating, fishing, canoeing, hiking or walking, backpacking, exploring caves, picnicking, sightseeing, visiting the petting zoo, horseback riding or petting the horses, Ropes Challenge Courses, Rock Climbing/Rappelling, Paintball, use of personal vehicles and occupying the cabins/lodges offer the possibility for personal injury or accidents for which all visitors must assume responsibility. Below is a list of a few of the dangers, but in no way includes all of them.

For example, the water is very inviting, but drowning could occur. The creek can flood during hard rains. The bluffs are beautiful, but are deadly if someone should fall from them. Wildlife abounds and is interesting to watch, but animals can bite, skunks can spray, rattlesnakes and other poisonous snakes can be dangerous. The more domestic animals such as horses, buffalo, petting zoo animals, etc., seem tame but can be dangerous. Individuals can be harmed by falling from the stairs and high decks around the cabins. Ticks can carry Rocky Mountain Spotted Fever or other diseases. All ticks should be removed daily from one's body. Mosquitoes can carry West Nile Virus and other diseases. Roads on the property are gravel and rough, requiring slow and careful driving. Horseback riding can be hazardous and result in death or serious injury because horses can be unpredictable in their behavior, even with the most experienced of riders. Helmets are provided and recommended. Also, four-wheeler riding (if available) can be hazardous and can result in death or serious injury.

All visitors assume full responsibility for their safety in the above-mentioned dangers as well as the many dangers not specifically noted. Shepherd of the Ozarks carries no accident or health insurance on guests and visitors and accepts no responsibility or liability.

In connection with the lease of the property from Shepherd of the Ozarks, Shepherd Ministries or Aldon J. and/or Barbara K. Macdonald and co-lessor(s) described therein, I hereby agree and covenant as follows, in consideration of the lease and the promises therein, the receipt and adequacy of which I hereby acknowledge:

1. Hereby to release and discharge lessors jointly and severally from, and to waive any and all causes of action, suits, claims, demands, rights, actions, judgments, and executions (including all damage and torts) in connection with said lease, the property, and the activities.
2. Hereby to indemnify, hold harmless and defend lessors from any and all causes of action, suits, claims, demands and torts, rights, actions, judgments, and executions (including all damage and torts) in connection with said lease, the property, and the activities, if brought by any lessee that I permit on the property during my lease or their legal representatives, spouses, heirs, or estates.
3. Hereby to covenant never to institute any suit or action at law or equity, not institute, prosecute, or in any way aid in the institution thereof, for damage, against any or all of the lessors in connection with said lease, the property and the activities. I hereby agree that this instrument may be treated as a defense to any lessees or in their behalf against lessors jointly and severally, and shall forever be a complete bar to the commencement and prosecution of any such or proceeding whatever, on account of damage to lessees.

4. Not to permit any guest to enter the property, or engage in the activities unless such guest has signed this release. I hereby acknowledge that NO PERSON HAS MADE ANY WARRANTY, WHETHER EXPRESS, IMPLIED OR OTHERWISE WITH RESPECT TO THE SUBJECT PROPERTY OR ACTIVITIES, OR ANY OTHER REPRESENTATION WITH RESPECT THERETO. I HEREBY ACKNOWLEDGE THAT THE ACTIVITIES ARE INHERENTLY HAZARDOUS ACTIVITIES, AND THAT I AM ASSUMING ALL RISK VOLUNTARILY IN CONNECTION WITH THE PROPERTY AND THE ACTIVITIES.

5. As used herein, "lessors" shall mean Shepherd of the Ozarks, Shepherd Ministries, or Aldon J. and/or Barbara K. Macdonald and any co-lessor(s), the spouses thereof, the legal representatives and the businesses thereof; "activities" shall mean any and all use by vehicles, of the buildings, and all other activities in connection therewith; "lessee" shall mean the undersigned, the spouse thereof, the children thereof whether minor or adult, the invitees, and other guests thereof whether minor or adult, and other users in connection therewith; "damage" shall mean any past, present, or future damage, costs, compensation, or loss of services for or on account of, any damage, loss, injury or death, to person or property or both, past, present or future.

6. This release may be amended only in writing signed by the undersigned parties. It binds and benefits the heirs and estates of the parties, but may not be assigned. It is governed by Arkansas law. Its terms are severable. Its rights and remedies are not waived by exercising any oral statements. It is effective as soon as the release is signed by Lessee and /or when Lessee first enters the property whichever occurs first and supersedes any oral statements. Lessee executes this release on behalf of itself and on behalf of its minor children (whether or not adopted) as legal guardian and next of kin.

Note: NO PETS, ATVS, ALCOHOLIC BEVERAGES, ILLEGAL DRUGS, SMOKING, OR WEAPONS OF ANY KIND INCLUDING PAINTBALL MARKERS ARE ALLOWED ON SHEPHERD OF THE OZARKS PROPERTY.

Note: All guests/visitors must sign this release prior to occupying cabins or lodges or engaging in any activities. Parents or legal guardians must also sign for those under eighteen years of age.

Signature of Guest/visitor (Lessee)

Date

Signature of Parent or Legal Guardian (If guest/visitor is under age 18)

Date

Please Print First and Last Name As Signed Above