

RELEASE AND WAIVER OF LIABILITY

This Release and Waiver of Liability is executed by the undersigned individual (“**Participant**”) (or if a minor, then by the parent/guardian of such Participant) as of the date below written.

A. Participant has requested permission to travel onto, use and enjoy certain real property and improvements owned by the John Zink Foundation (the “**Foundation**”) and/or Zink Ranch, LLC (with such real property and improvements being referred to collectively as the “**Zink Ranch**”).

B. As a condition to allowing Participant access to the Zink Ranch, the Foundation requires that Participant execute this Release and Waiver of Liability.

NOW, THEREFORE, in consideration of the above recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Participant agrees as follows:

1. Participant understands that during his/her activities on the Zink Ranch premises, he/she may be exposed to a variety of risks, foreseen or unforeseen, which are inherent in such activities and cannot be eliminated without destroying the unique character of such activities. These inherent risks include, but are not limited to, the dangers of serious personal injury, property damage, and death (“**Injuries and Damages**”). Participant acknowledges and understands that Injuries and Damages can occur by natural causes or by actions of other persons or animals, either as a result of negligence or because of other reasons. Participant further understands and agrees that there may not be rescue/medical facilities or expertise necessary to deal with the Injuries and Damages to which he/she may be exposed and that, in any event, there shall not be any duty to provide such rescue/medical facilities or expertise.

2. Participant, for him/herself, his/her heirs, personal representatives and assigns, hereby unconditionally and irrevocably releases, indemnifies, discharges and acquits the Foundation, Zink Ranch, LLC, Zeeco, Inc., The John Smith Zink Foundation, all of their officers, directors, trustees, affiliates, insurers, owners, agents, and employees, Darton Zink, Jamie Zink, any other entities or individuals who have authorization to utilize the Zink Ranch premises, and the respective successors and/or assigns of all the above-named entities and individuals from any and all damages, claims, demands, causes of action, actions, rights, debts, losses, liabilities, lawsuits, and demands whatsoever, at law, in equity, by statute or otherwise, arising out of or in any way relating to Participant’s activities on the Zink Ranch premises, whether caused by the negligence of any of the above-named entities/individuals or otherwise.

3. Participant hereby assumes full responsibility for any risk of Injuries and Damages he/she may incur arising out of or in any way relating to Participant’s activities on the Zink Ranch premises, whether caused by the negligence of any of the entities/individuals named in Paragraph 2 or otherwise.

4. This document is intended to be as broad and inclusive as permitted by law. If any provision or any part of this document is held to be invalid or legally unenforceable for any reason, the remainder of this document shall not be affected thereby and shall remain valid and enforceable to the fullest allowable extent.

5. PARTICIPANT HAS CAREFULLY READ THIS DOCUMENT, UNDERSTANDS ITS TERMS, AND UNDERSTANDS THAT HE/SHE HAS GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. PARTICIPANT HAS SIGNED THIS DOCUMENT FREELY AND VOLUNTARILY, AND WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE. PARTICIPANT

INTENDS HIS/HER SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

If Participant is over age 18:

Name (print): _____

Signature: _____
(Date)

If Participant is under age 18:

Participant's Name (print): _____

Parent/Guardian's Name (print): _____

Parent/Guardian's Signature: _____
(Date)