

In consideration for entrance onto, use of property owned by, the premises and participation in or observation of any and all activities in and around the premises, I do hereby release, waive, discharge, and covenant not to sue Fidler's Bend Outdoor Adventure, LLC, Fidler's Bend Village, LLC, Fidler's Bend RV, LLC, Fidler's Bend Powersports, LLC, their owners, managers, members, agents, employees, associates, and heirs (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, that may be sustained by me, while in, on or upon the premises where the activities are being conducted, regardless of whether such loss is caused by the negligence of the releasees, or otherwise and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law. I understand that the activities and events herein are inherently dangerous and may pose a risk of harm. I hereby assume full responsibility for, and risks of, bodily injury, death or property damage due to the negligence of releasees or otherwise while in or upon the premises while observing, participating, working for, or any other purpose related to my presence on the premises.

It is my express intent that this Waiver and Hold Harmless Agreement shall bind all members of my family, spouse, estate, and any of my heirs, assigns and personal representative, and shall be deemed as a release, waiver, discharge, and covenant not to sue the above-named RELEASEES. Any portion of this document deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining provisions. I further understand that this agreement shall be governed by and construed in accordance with the laws of the state of Oklahoma.

Photographs and/or video will be taken upon the premises. By entering the property, you hereby grant Fidler's Bend Outdoor Adventure and/or their agents, full rights to use the resulting images for publicity or other purposes. This may include, but is not limited to, the right to use them in their printed and online publicity, social media and press releases.

I understand that no minors are to be allowed or left unaccompanied on the premises at any time and agree to follow all safety rules in and on off-road vehicles at all times.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability, and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, of inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent (or that my legal guardian is executing this Agreement on my behalf); and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

IN WITNESS WHEREOF, I have signed this Waiver and Agreement on this day of

\_\_\_\_\_, 2023.

\_\_\_\_\_  
Print Full Name

\_\_\_\_\_  
Signature