



WAIVER AND RELEASE OF LIABILITY

WELCOME TO THE ZINK RANCH!

We are pleased to have you as our guests. We want you to enjoy your use of our facilities located here within the Zink Ranch ("Ranch").

The Ranch is a well-known, bona fide Tulsa-area landmark. Our facilities are part of thousands of beautiful acres which offer amenities such as hiking, fishing, and camping, to other groups, including the Boy Scouts of America, Girl Scouts and the Tulsa Red Castle Gun Club. We are proud to be associated with all of these Ranch uses, and we appreciate the combined reputation which we've earned together.

To be sure our expectations and requirements are clear, we've put down in writing some of the basic rules governing your use of our facilities and time at the Ranch. These will probably seem like common sense, but we'd rather just get these on the table than assume too much. On the next page, we ask that you sign and acknowledge that you've read and understand these basic rules **and to also acknowledge that you are waiving and releasing your ability bring claims or seek damages for injury to your person or property.**

1. Permitted Areas: The "Permitted Areas" are the specific areas that you have requested to use and have been approved by the Ranch employees.

You agree to stay with your group at all times, and not to enter on or use any other area of the Ranch for any purpose (including but not limited to any Boy Scouts' facilities, Girl Scouts' facilities, any Tulsa Red Castle Gun Club facilities, fishing, hiking, or any other area outside of the Permitted Areas). Further, you agree to use each of the Permitted Areas only for its designated purpose.

2. Usage Times: You are allowed access to the Permitted Areas only during the specific times designated by the Ranch employees. You agree not to arrive before, nor stay on the Zink Ranch after, the date and times designated by our staff for your group.

3. Safety and Conduct: You agree to conduct yourself with the utmost regard for safety, including the use of proper eye and ear protection, strict prohibition of any alcohol or drugs, and during all driving on Ranch property. You and those accompanying you are welcome guests of the Ranch and are expected to conduct yourselves accordingly. You must stay at all times with your group and comply with all instructions given by Ranch employees. Further, you agree to comply with any reasonable instruction given you by any Ranch employee, and if any Ranch employee or representative asks you to leave the Ranch for any reason, you agree to do so peaceably and immediately.

4. Property and Risk of Loss; Waiver and Release: You agree that the risk of loss, in whole or in part, of your vehicle(s) and other personal property, and any risk of personal injury or death to you or to any minor children or member of your family, occurring as a result of or in any way connected with your use of or presence at Ranch property or facilities, is yours alone, **and you agree to and hereby do irrevocably waive, completely release, forever discharge and indemnify** the Ranch, the John Zink Foundation, Zink Ranch, LLC, Zeeco, Inc. and all of their trustees, officers, directors, owners, affiliates, employees, insurers, volunteers, independent contractors, and representatives, and the Indian Nations Council, Inc., Boy Scouts Of America, an Oklahoma non-profit corporation; the Girl Scouts of Eastern Oklahoma, Inc., an Oklahoma non-profit corporation; the Tulsa Red Castle Gun Club, Corp., an Oklahoma non-profit corporation and all of their directors, officers, employees,

volunteers and representatives, from any and all claims, liabilities, losses, damages, costs and expenses arising therefrom, regardless of the nature or cause of any loss or damage, including the partial or sole negligence of any of the aforementioned indemnitees.

5. Training and Orientation: These rules, and the waiver and release of liability, apply to all members of your group. It is your responsibility, and you agree, to help ensure that all members of your group who are participating in activities at the Ranch, understand and abide by these rules.

I have read the information, rules and waiver/release of liability in this document. On behalf of myself, and/or my minor children, I understand and agree to abide by them. My use at any time of the Permitted Areas or other portion of the Ranch, or use thereof by my minor children, will be deemed to be a re-affirmation of my continuing agreement with these rules and express acknowledgment of and consent to the waiver and release of liability contained herein.

AGREED and ACCEPTED:

Individual signing on his/her own behalf

Date

Printed Name

– OR –

Parent or Guardian signing for minor children

Date

Printed Name of Parent or Guardian

Printed names and ages of all children participating:

Name	Age	Name	Age
Name	Age	Name	Age
Name	Age	Name	Age
Name	Age	Name	Age