

**PEYTON'S PLACE RESORT, INC RIVER ACTIVITIES ASSUMPTION OF RISK,  
RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT**

**PLEASE READ CAREFULLY BEFORE SIGNING.**

THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

"Adult" means the undersigned parent(s), legal guardian(s), or temporary guardian(s) being at least 18 years old, signing on behalf of himself/herself as well as on behalf of the minor child/children named below. "CHILD" means the minor child or children named below. A child must be two (2) years of age and thirty-three (33) inches tall to float in a raft, canoe, or kayak rented from Peyton's Place Resort, Inc. **BY SIGNING THIS AGREEMENT AS AN ADULT, YOU REPRESENT YOU ARE THE LEGAL PARENT(S) OR GUARDIAN(S), or temporary guardian(s), OF THE CHILD.**

"PARTICIPANT" means the undersigned adult(s), being at least 18 years old, signing on behalf of himself/herself as well as on behalf of the minor child/children named below. The undersigned agrees and understands that rafting, canoeing, kayaking, camping, and its associated activities (herein the "ACTIVITY") can be **HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY OR DEATH.**

PARTICIPANT agrees and understands that there are risks associated with strenuous physical exertion and with participating in the ACTIVITY and that **INJURIES AND/OR DEATH** may result from engaging in the ACTIVITY. PARTICIPANT agrees they are in good health and in proper physical condition to participate in the ACTIVITY; and that during the ACTIVITY the PARTICIPANT agrees to not become impaired under the influence of alcohol and/or any illicit or prescription drugs. PARTICIPANT agrees that it is his/her sole responsibility to determine whether he/she is sufficiently fit and healthy enough to participate in the ACTIVITIES. PARTICIPANT agrees and understands that risks include, but are not limited to: water conditions, changing and unpredictable currents, hidden underwater obstacles, falling while aboard a vessel or on shore, drowning, injury or fatality due to the overturning of a raft or other vessel, collision with a vehicle, boat, rock, log or tree, jumping or diving from the boat, rope swing or fixed object, changing weather conditions, immersion in water and hypothermia, exposure to temperature extremes, mental anguish, loss of or damage to personal property, water damage due to leaking bags or other containers, transportation to and from the river, the condition of the PARTICIPANT, dehydration, insect stings, sunburn, rashes, other unforeseen occurrences. In addition to the risks mentioned above, the risk of illness includes exposure to waterborne and/or airborne diseases and illnesses. The PARTICIPANT could encounter microorganisms/microbes including algae, protozoa, parasites, germs, bacteria, and viruses, including E-coli, Cryptosporidiosis, Fecal Coliform, COVID-19, and other known or unknown infections while participating in the ACTIVITY. The PARTICIPANT individually and on behalf of the Minor(s) as Parent, guardian or temporary guardian with legal responsibility for another participant, understands that even with caution and reasonable hygiene, waterborne and/or airborne microorganisms/microbes can infect participants in the ACTIVITY who touch water, are splashed, who swallow and inhale even small amounts of water, or who inhale or come in contact with a surface, animal, or person containing even small amounts of an infectious microorganism/microbe. Symptoms of waterborne and/or airborne illnesses include, but are not limited to, cough, sore throat, inflammation of the respiratory system, cramps, nausea, fever, Pneumonia, and severe diarrhea. **RECOGNIZING THE RISKS, PARTICIPANT VOLUNTARILY CHOOSES TO TAKE PART IN THE ACTIVITY.**

In consideration of allowing the PARTICIPANT to participate in the ACTIVITY, PARTICIPANT hereby agrees to **ASSUME ALL RISKS associated** with his/her participation in the ACTIVITY. Additionally, PARTICIPANT agrees to **HOLD HARMLESS, RELEASE, DEFEND, AND INDEMNIFY Peyton's Place Resort, Inc,** its affiliated organizations and companies, the United States, and their respective insurance carriers, agents, employees, representatives, assignees, officers directors, subsidiaries, and shareholders (each hereinafter a "RELEASED PARTY") from **ANY AND ALL LIABILITY** and/or claims for injury or death to persons or damage to property arising from the PARTICIPANT's participation in the ACTIVITY, **including those injuries and damages caused by any RELEASED PARTY's alleged or actual NEGLIGENCE OR BREACH OF any express or implied WARRANTY.** By execution of this release, **PARTICIPANT AGREES TO DEFEND AND INDEMNIFY** each RELEASED PARTY for any and all claims of the PARTICIPANT and/or a third party arising from the PARTICIPANT's participation in the ACTIVITY.

PARTICIPANT represents that he/she is in good health and there are no special problems associated with his/her care. PARTICIPANT authorizes any RELEASED PARTY and/or their authorized personnel to call for medical care for the PARTICIPANT or to transport the PARTICIPANT to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. PARTICIPANT agrees that upon his/her transport to any such medical facility or hospital that the RELEASED PARTY shall not have any further responsibility for PARTICIPANT. Further, PARTICIPANT **agrees to pay all costs** associated with such medical care and related transportation provided for PARTICIPANT and **shall indemnify and hold harmless the RELEASED PARTY from any costs incurred therein, or any claims originating there from.**

In consideration for allowing the PARTICIPANT to participate in the ACTIVITY, PARTICIPANT agrees that **ANY AND ALL CLAIMS** for injury and/or death arising from his/her participation in the ACTIVITY shall be **GOVERNED BY Oklahoma LAW** and **EXCLUSIVE JURISDICTION** of any claim shall be in the **DISTRICT COURT residing where the alleged incident occurred or in the FEDERAL COURT FOR THE STATE OF OKLAHOMA.**

The UNDERSIGNED hereby grant permission to **Peyton's Place Resort, Inc,** their designated photographers, associates and agents to use any photographs or videos taken during the ACTIVITY in any way they deem appropriate.

The PARTICIPANT agrees to allow Peyton's Place Resort, Inc and law enforcement personnel to randomly inspect ice chests, bags, purses or other items for the presence of banned and/or illegal items.

This release shall be binding to the fullest extent permitted by law. If any part of this release is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. This release shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of the PARTICIPANT.

If I am the parent, guardian or temporary guardian with legal responsibility for another participant, these signatures also certify that, I as Parent, Guardian, Temporary Guardian with legal responsibility for this participant, do consent and agree not only to his/her release of all Releasees, but also to release and indemnify the Releasees from any and all liabilities incident to his/her involvement in these activities for myself, my heirs, assigns, and next of kin.

**PEYTON'S PLACE RESORT, INC River Activities ASSUMPTION OF RISK,  
RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT**

Please read the BOTH pages carefully before signing.

As Group Leader, I acknowledge that all PARTICIPANTS and I have read this liability waiver and release of liability on page one and take full responsibility and voluntarily without any inducement or duress for the accuracy of all names listed. Also, I have read this release of liability and fully understand that the participants agree to the terms that (the participants) have given up substantial rights. You also agree to assist Peyton's Place Resort, Inc in any way necessary to collect funds for damaged, lost, or abandoned equipment, as listed on the rental agreement, and to defend against lawsuits that violate the Release of Liability signed by Participants in this group.

SIGNATURE	PRINT NAME	MINOR NAME	AGE
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____
7. _____	_____	_____	_____
8. _____	_____	_____	_____
9. _____	_____	_____	_____
10. _____	_____	_____	_____
11. _____	_____	_____	_____
12. _____	_____	_____	_____
13. _____	_____	_____	_____
14. _____	_____	_____	_____
15. _____	_____	_____	_____
16. _____	_____	_____	_____
17. _____	_____	_____	_____
18. _____	_____	_____	_____
19. _____	_____	_____	_____
20. _____	_____	_____	_____
21. _____	_____	_____	_____
22. _____	_____	_____	_____
23. _____	_____	_____	_____
24. _____	_____	_____	_____
25. _____	_____	_____	_____

**FOR YOUR FLOATING SAFETY AND PLEASURE PLEASE OBSERVE THE FOLLOWING:**

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>- Wear your life preserver</li> <li>- Secure ice chest contents</li> <li>- Watch the river ahead of you</li> <li>- Stay to the inside of curves</li> <li>- Avoid logs, do not grab branches</li> <li>- Do not jump or dive in River</li> <li>- Do not swing from rope swings</li> <li>- Observe NO TRESPASSING SIGNS</li> <li>- Wear old river shoes and sunscreen</li> <li>- ALCOHOL impairs judgment, drink hydrating liquids</li> </ul> | <p><b>VIOLATIONS SUBJECT TO FINES</b></p> <ul style="list-style-type: none"> <li>- Children 12 and under must wear life preservers</li> <li>- No glass or Styrofoam, No littering</li> <li>- All participants must have an accessible life preserver</li> <li>- No use of profanity or obscene behavior</li> <li>- No strong spirits (hard alcohol/liquor) on river</li> <li>- Wine, beer and light beer in original non-glass packaging allowed</li> <li>- No firearms or weapons</li> <li>- No ice-chest larger than 48 quart in size</li> <li>- No tying canoes, rafts, or kayaks together</li> <li>- No jumping from Bridge \$1,000 Fine</li> <li>- Ice chest must be secured</li> </ul> |
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**Help keep YOUR River clean - if you pack it in, then pack it out!**