

# REED RANCH - RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

**ACKNOWLEDGEMENT OF RISKS:** I understand that my visit to the Reed Ranch will involve exposure to water and woodland resources and may bring me in close proximity to wild animals and that my participation in activities including hiking, camping, fishing, hunting, sailing, boating, canoeing, swimming and the use of firearms, bow and arrow and other forms of weaponry are inherently dangerous and may expose me to a variety of hazards and risks, foreseen and unforeseen, including serious injury and/or death. I understand the inherent risks of such activities cannot be eliminated without destroying the unique character of the activity or the attractiveness of the location of the Reed Ranch. I understand that there are no rescue or medical facilities or expertise necessary to deal with injuries and damages to which I may be exposed at the Reed Ranch and that the Reed Ranch does not assume any responsibility for or obligation to provide medical treatment on the Reed Ranch.

**Waiver:** In consideration of being permitted to visit, stay and/or participate in any way in any activity, including, those indicated above and the transportation on and across the Reed Ranch to and from any such activity, I covenant and agree to hereby release, waive and discharge the Reed Ranch, Fairview Enterprises, Inc., its directors, officers, employees and agents (collectively the "Reed Ranch") from any injury, damage, loss, claim, liability or harm, caused by my own negligence, natural occurrences, activities of other persons, animals, including the negligence of the Reed Ranch, resulting from my visit and/or participation in any activities at the Reed Ranch. By signing this document, I hereby waive, release and discharge Reed Ranch from any and all liability or claim I may have with respect to any bodily injury, personal injury, illness, death, or property damage, including attorney fees, court costs and witness fees that may result from my visit and/or participating in any activity on the Reed Ranch.

**Assumption of Risks:** I HAVE READ THE PREVIOUS PARAGRAPHS AND I KNOW, UNDERSTAND AND APPRECIATE THESE AND OTHER RISKS THAT ARE INHERENT IN VISITATION TO THE REED RANCH AND PARTICIPATION IN ANY ACTIVITY WHILE AT THE REED RANCH AND HEREBY ASSERT THAT I KNOWINGLY ASSUME ALL SUCH RISKS FOR MYSELF AND ON BEHALF OF ALL MEMBERS OF MY FAMILY.

**Indemnification and Hold Harmless:** I also agree to DEFEND, INDEMNIFY AND HOLD REED RANCH HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney, court cost and expert witness fees brought as a result of my involvement in visitation or participation in activities on the Reed Ranch, and to reimburse the Reed Ranch for any such expenses incurred by them as a result of my visit to the Reed Ranch.

**Severability:** This release is intended to be as broad and inclusive as permitted by the laws of Michigan. It shall be governed by the laws of the State of Michigan. I agree that if a clause or provision of this release is found by a court of competent jurisdiction to be invalid, such finding shall not invalidate any other clause or provision of this release which shall continue to be enforceable.

**Documents Incorporated In This Agreement:** The documents "Reed Ranch General Rules and Regulations", & "Reed Ranch Weapons & Hunting Rules & Regulations" are considered part of this agreement. By signing below, I state that I have read the attached documents referred to above and have provided or informed all of the adults in my party of their existence and fully understand and agree to comply with all terms and conditions of these documents.

**Acknowledgment of Understanding:** I have read this Waiver of Liability, Assumption of Risk and Indemnity Agreement and fully understand its terms. I acknowledge that I am signing the agreement freely and voluntarily and intend by my signature this Agreement to be a complete and unconditional release of all liability to the greatest extent allowed by law. I understand and intend that this assumption of risk and release of liability is binding upon my heirs, executors, administrators and assigns and includes all members of my family and any minors over whom I have assumed responsibility for and have accompanying my family and I to the Reed Ranch.

	<b>X</b>	____/____/____
Name of Guest or Participant	Signature	Date
	<b>X</b>	____/____/____
Name of Spouse	Signature	Date
Address	City	State
(____) _____		
Phone	E-mail (optional)	

**List children under 18 years of age (under care of the above adults (Anyone 18 years and older must sign a separate waiver))**

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