**BUSY B RANCH WILDLIFE PARK LLC WAIVER, RELEASE, AND INDEMNIFICATION AGREEMENt**

I, the individual identified as the "User/Purchaser" and all other individuals within my vehicle,, agree that in consideration for the revocable license to attend certain events and participate in activities, including but not limited to, DRIVE THROUGH SAFARI, WALK THROUGH ZOO, FEEDING ANIMALS, PETTING ZOO, GUIDED SAFARI TOUR, and attendance at Special Events (the “Activities”) at Busy B Ranch Wildlife Park LLC and any activity on the premises of 1100 W Prospect RD Jefferson, Texas 75657 (the “Property”), I agree to the terms set forth herein. I agree that I am attending and participating the Activities or Events and traveling to and from, and visiting the Property AT MY OWN RISK. I, on behalf of myself and my minor child identified below (if applicable), my personal representatives, and my heirs, AGREE TO RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS, DEFEND AND INDEMNIFY BUSY B RANCH WILDLIFE PARK LLC. (INCLUDING, WITH RESPECT TO EACH OF THE FOREGOING, EVERY SUBSIDIARY, AFFILIATE, AND PARENT COMPANY, ALONG WITH ALL AGENTS, CONTRACTORS, REPRESENTATIVES, MANAGERS, MEMBERS, PARTNERS, OFFICERS, LANDLORDS, DIRECTORS, EMPLOYEES, STAFF, AND ATTORNEYS) (together, the “Released Parties”), from any claims, causes of action, demands, losses, damages, expenses, and costs, including, but not limited to, any claim for personal injury or property damage, including death (the “Claims”), arising out of or relating in any way to my attendance or participation at the Activities or Events, or my presence at the Property, INCLUDING ANY CLAIMS ARISING OUT OF OR CAUSED BY ANY ACTS OR OMISSIONS OF THE RELEASED PARTIES, OR ANY NEGLIGENT ACT(S) BY THE RELEASED PARTIES TO THE EXTENT ALLOWED BY LAW. Nothing herein shall be construed as an acknowledgement or agreement by the Released Parties that any Released Party would otherwise be responsible or liable for the Claims or for User’s safety. I agree that the Released Parties are not responsible for personal property lost, stolen, or damaged during the Events or in connection with my presence at the Property.

I understand that this document is intended to be as broad and inclusive as permitted by the laws of the State of Texas. I agree that if any portion of this waiver and release is deemed invalid, that the remainder will remain in full force & effect.

By participating in the Events, I further grant the Released Parties permission to use my image and likeness in photography and video for publicity and any related marketing or advertising, including but not limited to website, publications, displays, or presentations.

IMPORTANT NOTICE FOLLOWS, USER SHOULD READ CAREFULLY: THE INDEMNIFICATION PROVISIONS IN THIS AGREEMENT SHALL BE ENFORCEABLE REGARDLESS OF WHETHER THE LIABILITY IS BASED ON THE PAST, PRESENT, OR FUTURE ACTS OF THE RELEASED PARTIES, AND REGARDLESS OF WHETHER ANY PERSON (INCLUDING THE PERSON FROM WHOM INDEMNIFICATION IS SOUGHT) ALLEGES OR PROVES THE SOLE, CONCURRENT, CONTRIBUTORY, OR COMPARATIVE NEGLIGENCE OF THE PERSON SEEKING INDEMNIFICATION, OR THE SOLE OR CONCURRENT STRICT LIABILITY IMPOSED ON THE PERSON SEEKING INDEMNIFICATION.

This agreement will continue to remain in place and will be fully enforceable for all travel to and from the Property as well as any access/visit to the Property.

On behalf of the minor(s) identified below (also a “User”), I, as legal guardian, agree that all acknowledgements, releases, and agreements provided above and herein shall extend to the person(s) identified below, and that the Released Parties are held harmless and released from any and all claims, causes of action, demands, losses, damages, expenses, and costs, including, but not limited to, any claim for person injury or property damage, arising out of or relating to any travel to or attendance at the Event, or stay at the Property, or arising out of any acts or omissions by the Released Parties, INCLUDING ANY NEGLIGENT ACTS BY THE RELEASED PARTIES.

BY MY SIGNATURE BELOW I ACKNOWLEDGE THAT I HAVE READ THE ENTIRE AGREEMENT AND I AGREE TO ALL TERMS AND CONDITIONS.

 **DATE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**NAME OF ALL INDIVIDUALS IN VEHICLE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**PARTICIPANT \ DRIVER \ GUARDIAN SIGNATURE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**PRINTED NAME\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**ADDRESS\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**CITY, STATE, ZIP\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**PHONE NUMBER\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**WOULD YOU LIKE TO SIGN UP FOR EMAIL UPDATES AND SPECIAL OFFERS? YES or NO IF YES PLEASE PRINT EMAIL \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**HOW DID YOU HEAR ABOUT US\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**