

# MT. FORK RIVER FRONT CABINS

Rt. 1, Box 633-3

Broken Bow, OK 74728

In consideration of Mt. Fork River Front Cabins and Terry and Daphne Patrick (hereinafter collectively referred to as "Mt. Fork River Front Cabins") furnishing services food and/or equipment to enable me to participate in canoeing, kayaking, rafting, tubing, meals, camping, lodging and any other activities offered by them, I agree as follows:

I fully understand and acknowledge that outdoor recreational activities have: (a) inherent risks, dangers and hazards and such exists in my use of Mt. Fork River Front Cabins property and equipment and my participation in Mt. Fork River Front Cabins' activities; (b) my participation in such activities and/or use of such equipment and property may result in injury or illness including, but not limited to, bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability; (c) these risks and dangers may be caused by the negligence of the owners, employees, officers or agents of Mt. Fork River Front Cabins, the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes. Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, map, video, trip descriptions that may misjudge terrain, weather, trail or river route location, and water level, risks of falling out of or drowning while in a raft, canoe, tube or kayak and such other risks, hazards and dangers that are integral to recreational, meal and camping activities and/or use of property and equipment, I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers, or employees of Mt. Fork River Front Cabins, or by any other person.

I, on behalf of myself, my personal representative and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Mt. Fork River Front Cabins and its owners, agents, officers and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of Mt. Fork River Front Cabins' equipment and/or property or my participation in Mt. Fork River Front Cabin's activities. I specifically understand that I am releasing, discharging, and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by the owners, agents, officers or employees of Mt. Fork River Front Cabins.

The Venue of any dispute that may arise out of this agreement or otherwise between the parties to which the Mt. Fork River Front Cabins or its agents is a party shall be in the County Courts of McCurtain County, Oklahoma. I permit the use of any photos, slides, films, or sketches of him/her taken during the day's activities for publicity, advertising, promotion or other commercial purposes.

**I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE MT. FORK RIVER FRONT CABINS FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Age