

Castle Bluff/Camp Jabali

RELEASE AND INDEMNIFICATION AGREEMENT

To be read and signed by each guest/visitor. Parents must sign for anyone under 18.

Castle Bluff and Camp Jabali, hereinafter referred to as CBCJ, are located in the heart of the Ozarks and includes nearly 700 acres of beautiful woods and streams, waterfalls and caves, bluffs, ponds, natural springs and open spaces. Any of the activities that can sometimes take place at CBCJ, such as swimming, tubing/floating, fishing, canoeing, kayaking, rafting, hiking or walking, backpacking, exploring caves, picnicking, sightseeing, horseback riding or petting the horses, ropes challenge courses, rock climbing/rappelling, use of personal vehicles and occupying the tents/cabins/lodges offer the possibility for personal injury or accidents for which all visitors must assume responsibility. Below is a list of a few of the dangers, but in no way includes all of them.

For example, the water is very inviting, but drowning could occur. Thomas Creek or Buffalo National River can flood during hard rains. The bluffs are beautiful but are deadly if someone should fall from them. Wildlife abounds and is interesting to watch, but animals can bite, skunks can spray, rattlesnakes and other poisonous snakes can be dangerous. The more domestic animals such as horses, pea fowl, etc., seem tame but can be dangerous. Individuals can be harmed by falling from the stairs and high decks around the cabins. Ticks can carry Rocky Mountain Spotted Fever or other diseases. All ticks should be removed daily from one's body. Mosquitoes can carry West Nile Virus and other diseases. Roads on the property are gravel and rough, requiring slow and careful driving. Horseback riding can be hazardous and result in death or serious injury because horses can be unpredictable in their behavior, even with the most experienced of riders. Helmets are provided and recommended. Also, ATV or UTV riding (if available) can be hazardous and can result in death or serious injury.

All visitors assume full responsibility for their safety in the above-mentioned dangers as well as the many dangers not specifically noted. CBCJ carries no accident or health insurance on guests and visitors and accepts no responsibility or liability.

In connection with the lease or use of the property from Castle Bluff, Inc. and/or Camp Jabali, Inc., described therein, I hereby agree and covenant as follows, in consideration of the lease and use and the promises therein, the receipt and adequacy of which I hereby acknowledge:

1. Hereby to release and discharge lessors jointly and severally from, and to waive any and all causes of action, suits, claims, demands, rights, actions, judgments, and executions (including all damage and torts) in connection with said lease, the property, and the activities.
2. Hereby to indemnify, hold harmless and defend lessors from any and all causes of action, suits, claims, demands and torts, rights, actions, judgments, and executions (including all damage and torts) in connection with said lease, the property, and the activities, if brought by any lessee that I permit on the property during my lease or their legal representatives, spouses, heirs, or estates.
3. Hereby to covenant never to institute any suit or action at law or equity, not institute, prosecute, or in any way aid in the institution thereof, for damage, against any or all of the lessors in connection with said lease or use, the property and the activities. I hereby agree that this instrument may be treated as a defense to any lessees or in their behalf against lessors jointly and severally, and shall forever be a complete bar to the commencement and prosecution of any such or proceeding whatever, on account of damage to lessees.

4. Not to permit any guest to enter the property or engage in the activities unless such guest has signed this release. I hereby acknowledge that NO PERSON HAS MADE ANY WARRANTY, WHETHER EXPRESS, IMPLIED OR OTHERWISE WITH RESPECT TO THE SUBJECT PROPERTY OR ACTIVITIES, OR ANY OTHER REPRESENTATION WITH RESPECT THERETO. I HEREBY ACKNOWLEDGE THAT THE ACTIVITIES ARE INHERENTLY HAZARDOUS ACTIVITIES, AND THAT I AM ASSUMING ALL RISK VOLUNTARILY IN CONNECTION WITH THE PROPERTY AND THE ACTIVITIES.
5. As used herein, "lessors" shall mean Castle Bluff, Inc. and/or Camp Jabali, L, the legal representatives and the businesses thereof; "activities" shall mean any and all use by vehicles, of the buildings, and all other activities in connection therewith; "lessee" shall mean the undersigned, the spouse thereof, the children thereof whether minor or adult, the invitees, and other guests thereof whether minor or adult, and other users in connection therewith; "damage" shall mean any past, present, or future damage, costs, compensation, or loss of services for or on account of, any damage, loss, injury or death, to person or property or both, past, present or future.
6. This release may be amended only in writing signed by the undersigned parties. It binds and benefits the heirs and estates of the parties but may not be assigned. It is governed by Arkansas law. Its terms are severable. Its rights and remedies are not waived by exercising any oral statements. It is effective as soon as the release is signed by Lessee and /or when Lessee first enters the property whichever occurs first and supersedes any oral statements. Lessee executes this release on behalf of itself and on behalf of its minor children (whether or not adopted) as legal guardian and next of kin.
7. PADDLE SPORTS I, the undersigned, agree as follows: Although CBCJ has taken reasonable steps to provide me with appropriate equipment and information so I can enjoy an activity for which I may not be skilled, CBCJ has informed me that this activity is not without risk. Certain risks are inherent in each activity and cannot be eliminated without destroying the unique character of the activity. These inherent risks are some of the same elements that contribute to the unique character of this activity and can be the cause of loss or damage to my equipment, or accidental injury, illness or, in extreme cases, permanent trauma or death. CBCJ does not want to frighten me or reduce my enthusiasm for this activity, but believes it is important for me to know in advance what to expect and to be informed of the inherent risks. The following describes some, but certainly not all, of those risks:
 - Turning over while boating and becoming wet or submerged
 - The threat of bodily harm or even death due to river obstacles, including but not limited to rocks, trees and other boaters
 - Hypothermia and/or cold-water immersion which can result in shock or heart failure
 - Exposure to poisonous or harmful plants, animals, insects and reptiles
 - Changes in river level that can create high-water conditions and dangerous floating or submerged debris
 - Inclement weather that may develop while on the river or trail
 - Lack of prompt or adequate medical attention due to the Buffalo National River's unique, remote location

I, the undersigned, am aware that canoeing, kayaking, rafting and hiking entail risks of injury or death to any participant. I understand the description of these inherent risks is not complete and that other unknown or unanticipated inherent risks may result in injury or death. I agree to assume and accept full responsibility for the inherent risks identified herein and those inherent risks not specifically identified. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of and with full knowledge of the inherent risks. I, the undersigned, acknowledge that engaging in this activity may require a degree of skill and knowledge different than other activities and that I have responsibilities as a

participant. I acknowledge that the staff of CBCJ has been available to more fully explain to me the nature and physical demands of this activity and the inherent risks, hazards and dangers associated with this activity. I, the undersigned, am aware of and recognize that as a paddlesport participant in the state of Arkansas, I, and any minor children in my care, custody or control, am/are subject to the Arkansas Paddlesport Activities Act which declares:

WARNING “Under Arkansas law, an outfitter is not liable for the injury or death of a participant in a paddlesport activity resulting from the inherent risk of paddlesport activity under the Arkansas Paddlesport Activities Act, located at §27-109-901 et seq. You are assuming the risk of participating in a paddlesport activity.”

Note: All guests/visitors must sign this release prior to occupying cabins or lodges or engaging in any activities. Parents or legal guardians must also list children under eighteen years of age.

Signature of Guest/Visitor (Lessee)

Date

Signature of Parent or Legal Guardian (If guest/visitor is under age 18)

Date

Please Print First and Last Name as Signed Above

Please list Children under eighteen years of age below: