

**Lone Oak Retreat, LLC - VISITOR AGREEMENT**  
**DBA: Lone Oak Ranch and Retreat**

**To Visitors of Lone Oak Ranch and Retreat:**

This document must be signed by all adult (eighteen years and older) visitors to Lone Oak Ranch and Retreat and by a parent or guardian of visitors who are minors or wards. By this agreement, certain legal rights are surrendered in the event of an injury or other loss to the visitor. Adult visitors and Parents or Guardians (together, referred to as "Parents") of minor visitors and wards (together, referred to as "minors") sign to reflect their agreement, for themselves and for their minor child or ward, if any, to all the terms of this document. In consideration of the opportunity to visit Lone Oak Ranch and Retreat and have access to its grounds, buildings, facilities, services and/or activities, I, the undersigned adult visitor and/or parent or guardian of a visitor who is a minor or ward hereby acknowledge and agree as follows:

**Activities and Risks**

Visitors, depending on the nature of their visit, may be involved in a variety of activities, including, but not limited to, swimming, boating, hiking, horseback riding, a climbing wall and a high ropes course. The environment of Lone Oak Ranch and Retreat, including its rugged terrain, waterfront, and natural and man-made structures can cause harm. In addition, the particular event which may be the purpose of the visit to Lone Oak Ranch and Retreat may present certain additional hazards and risks, including vehicle travel over the Camp premises, the use of certain Camp facilities and equipment and the services of Lone Oak Ranch and Retreat staff, all of which include the possibility of harm or loss to a visitor. The risks of a visit to Lone Oak Ranch and Retreat, whatever the activities, and whether or not supervised, can cause loss or damage to property, personal injury and, in extraordinary cases, even death. These risks are inherent in a visit to Lone Oak Ranch and Retreat, and without them the visit would lose its appeal, value and purpose. Visitors are at Lone Oak Ranch and Retreat at their own risk, and, except for its gross negligence and intentionally wrongful conduct, Lone Oak Ranch and Retreat is not responsible for any loss which a visitor may suffer while at Lone Oak Ranch and Retreat.

**Assumption of Risks, Release and Indemnity**

For myself and, if my minor child or ward is a visitor, on behalf of that minor or ward, I agree as follows:

- 1) **I acknowledge and assume all risks** of my, or the minor's, visit to Lone Oak Ranch and Retreat, whatever the nature of those risks may be, inherent or not and whether or not described above. If a minor child or ward of mine is the visitor, I have discussed the risks with him or her, and he or she understands and accepts them.
- 2) **I release Lone Oak Ranch and Retreat**, its owners, officers, directors, staff and contractors ("Released Parties") from, and agree not to sue them for, any claim which I or the minor may have for injury, death or other loss incurred during or in any way related to my or the minor's visit to Lone Oak Ranch and Retreat;
- 3) **To the fullest extent permissible by law, I agree to indemnify** (that is, to defend and protect, including by paying liabilities, costs and attorneys fees). Released Parties from any and all claims which I, the minor, a member of my or the minor's family, another visitor or any other person, may have for any injury, death or other loss incurred by or caused by me or the minor, related in any way to my or the minor's visit to Lone Oak Ranch and Retreat. **This acknowledgment and assumption of risks and agreements of release and indemnity include losses and claims arising in whole or part from the negligence, but not the gross negligence or intentionally wrongful conduct, of a Released Party.**

**Other**

I sign this agreement for myself and, to the maximum extent allowed by law, on behalf of any minor child or ward of mine who is a visitor. Any dispute which I or the minor or ward may have with Lone Oak Ranch and Retreat or another Released Party will be submitted to mediation, if not otherwise resolved; and any mediation or suit shall occur exclusively in Cooke County, Texas, and be governed by the substantive laws (but not the laws which might apply those of another jurisdiction) of the State of Texas. If any part of this agreement is deemed unenforceable by a Court or other appropriate authority, the remainder of the agreement shall remain in force and effect. Lone Oak Ranch and Retreat is hereby authorized to use, without compensation, photographic, including video, images of me, or the child or ward for promotional or other purposes.

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Date Parent or Guardian of Minor or Ward

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Student Name Parent or Guardian of Minor or Ward