



BEAVERS BEND
SAFARI PARK

BEAVERS BEND SAFARI PARK WAIVER OF LIABILITY

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT MUST READ BEFORE SIGNING

In consideration of Tatanka Ska, LLC and Beavers Bend Safari Park, LLC (“BBSP”) allowing the Participant listed below to participate in certain recreational activities on BBSP’s property, including, without limitation, safari drives, petting zoos, playgrounds, slides, animal rides, animal interactions, ATV rides and other activities (the “Activities”), I, as Participant (or as parent or guardian of a Participant who is a minor, if applicable), covenant and agree as follows:

1. Definitions. For purposes of this Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement (“Agreement”), the term “Participant” shall mean the person listed as the Participant on the final page of this Agreement. The terms “I”, “me”, “he/she” and “my” shall refer to the Participant and the parent or guardian (legal or otherwise) thereof if the Participant is a minor.

2. Risks of the Activities. I fully understand that the Activities are classified as rugged adventure recreational sport activities, and that there are numerous obvious and non-obvious inherent risks always present in the Activities despite taking all reasonable safety precautions. I fully understand that the Activities may involve the risk of serious bodily injury or even death. I fully understand that no animal is completely safe. Animals encountered during some of the Activities are many times larger, many times more powerful, and many times faster than humans. If a participant falls to the ground from any vehicle, fencing or safety barrier, it might be a distance of many feet, and the impact may result in injury or death to the participant. If an animal is frightened or provoked, it may defensively or according to its natural survival instincts which may include, but are not limited to: charging, stomping, using its antlers or horns to stab or gore people or vehicles, kicking, biting, or striking with its legs. Furthermore, I understand that driving my vehicle through the property of BBSP may subject my vehicle to damage or destruction by animals, including interior and exterior of vehicles while being fed or petted, as animals may use their horns, antlers, hooves or teeth to tear, puncture, dent, scrape, or otherwise damage or destroy my vehicle. I further understand that to prevent interior damage to my vehicle and potential injury to myself and others BBSP strongly urges the use of vehicle windows as safety barriers. I also fully understand that the risks of the Activities may result not only from the Participant’s own actions, inactions or negligence, but also from actions, inactions or negligence of others or conditions of the premises or of any equipment used.

3. Participant Responsibility. I fully understand that in connection with certain of the Activities, the Participant is in primary control of the vehicle, ATV or animal, as applicable. The Participant’s safety largely depends on the Participant’s ability to carry out instructions and remain balanced. Participant shall be responsible for his/her own safety.

4. Compliance with Rules. I fully understand and acknowledge that Participant must comply with all rules of BBSP and instructions of BBSP staff, including, without limitation, rules related to drivers and passengers, both adults and children, being required to remain fully inside vehicles during driving tours and not having any persons or body parts outside of windows, doors, sunroofs or other openings of any kind, and no passengers are permitted to ride through the BBSP property in the bed of a pickup truck or similar type vehicle, trailer or wagon. All doors, windows, sunroofs or other openings of any kind must remained closed during all driving safari tours. For the Animal Walkabout I understand that all persons and body parts of adults and children must not cross any barrier, fence, rail, or other safety obstruction for any reason, including for purposes of feeding or petting the any animal. I further understand that my failure to comply with these rules may result in death or injury to persons (adults and children) or animals. I also understand and acknowledge that no animals, including service animals, are permitted at BBSP and that for the safety of Participant and other guests of BBSP, Participant will not bring any animals to BBSP.

5. Natural Conditions. I understand BBSP is not responsible for acts, occurrences, or elements of nature which may scare an animal, cause it to fall, or cause the animal to react in some other unsafe way. These acts, occurrences, or elements of nature include, but are not limited to, thunder, lightning, rain, wind, hail, other wild and domestic animals, reptiles, insects, which may walk, run, fly near, bite and/or sting an animal or person, and/or irregular footing on outdoor groomed or wild land which is subject to constant change in condition due to weather, temperature, natural, and man-made changes in landscape.

6. Assumption of Risk. I AM AWARE OF THE RISKS AND DANGERS ASSOCIATED WITH THE ACTIVITIES, BOTH KNOWN AND UNKNOWN, AND HERBY FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS AND DANGERS INCLUDING THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE, OR LOSS RESULTING THEREFROM.

7. Premises Liability. I acknowledge that these risks may arise from the conditions and use of the venue and related premises, including slipping, colliding with, or falling on rocks, boulders, logs, trees, stumps, land, water or any other substance. I understand that these risks and dangers may be caused by Participant’s negligence or the negligence of others, including BBSP and its affiliates, owners, directors, managers, members, officers, employees, agents, attorneys, staff, volunteers, representatives and contractors and their respective heirs, administrators, executors, successors and assigns (collectively, the “BBSP Parties” or individually, a “BBSP Party”). I acknowledge and understand that included within the scope of the waiver and release included in this Agreement is any claim or cause of action arising from the performance, or failure to perform, of any maintenance, inspection, supervision control of said premises, for the failure to warn of dangerous conditions existing at said premises, for the failure to maintain or inspect equipment supplied to me, or negligent supervision or instruction of any BBSP Party. I understand and agree that all the risks and dangers described throughout this Agreement, including those caused by my negligence and/or others, are included within the waiver and release contained herein. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN.

8. Release of Liability, Waiver of Claims and Agreement to Indemnify. (a) I, HEREBY FOREVER AND UNCONDITIONALLY WAIVE, RELEASE, DISCHARGE, AND AGREE TO HOLD HARMLESS THE BBSP PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITY AND/OR CAUSES OF ACTIONS I MAY HAVE OR THAT MAY BE MADE ON MY BEHALF OR BY MY SPOUSE, CHILDREN, HEIRS AND LEGAL REPRESENTATIVES, FOR DEATH, WRONGFUL DEATH, PERSONAL INJURY (WHETHER PHYSICAL, EMOTIONAL AND/OR PSYCHIATRIC OR ANY COMBINATION THEREOF), LOSS OF CONSORTIUM, PROPERTY DAMAGE AND/OR BREACH OF CONTRACT OR ANY OTHER DAMAGE, OCCASIONED BY, ARISING OUT OF OR INCIDENTAL TO PARTICIPANT’S (AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, MY INVITEE’S OR GUEST’S) PARTICIPATION IN THE ACTIVITIES OR SERVICES PROVIDED BY BBSP AND THE BBSP PARTIES WHETHER OR NOT RESULTING FROM OR CAUSED BY THE NEGLIGENCE (SOLE, CONCURRENT, CONTRIBUTORY, ACTIVE, OR PASSIVE) OF AND/OR THE PART OF ANY BBSP PARTY OR HIDDEN, LATENT OR OBVIOUS DEFECTS IN THE FACILITIES OR EQUIPMENT USED AND REGARDLESS OF WHETHER ANY SUCH ACT OR OMISSION WAS THE SOLE, PROXIMATE OR PRODUCING CAUSE OF THE CLAIMS. THIS WAIVER AND RELEASE PERTAINS TO ALL CLAIMS, LIABILITIES AND/OR CAUSES OF ACTION INCLUDING, BUT NOT LIMITED TO THOSE ARISING FROM INJURIES OR DEATH TO PARTICIPANT THAT MAY OCCUR AS A RESULT OF THE PERFORMANCE, OR FAILURE TO PERFORM, OF ANY MAINTENANCE, INSPECTION, SUPERVISION OR CONTROL OF BBSP’S PREMISES, FOR THE FAILURE TO WARN OF DANGEROUS CONDITIONS EXISTING AT SAID PREMISES, FOR THE FAILURE TO MAINTAIN OR INSPECT EQUIPMENT SUPPLIED TO PARTICIPANT, OR NEGLIGENT SUPERVISION OR INSTRUCTION BY ANY BBSP PARTY.

(b) I SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE BBSP PARTIES FROM ANY AND ALL CLAIMS, ACTIONS, SUITS, PROCEDURES, COSTS, EXPENSES, DAMAGES AND LIABILITIES, INCLUDING ATTORNEY’S FEES, BROUGHT AS A RESULT OF PARTICIPANT’S OR ANY OF MY INVITEE’S OR GUEST’S PARTICIPATION IN THE ACTIVITIES OR SERVICES PROVIDED BY BBSP OR ANY BBSP PARTY AND TO REIMBURSE THE BBSP PARTIES FOR ANY SUCH EXPENSES INCURRED ARISING OUT OF OR INCIDENTAL TO PARTICIPANT’S (AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, MY INVITEE’S OR GUEST’S) PARTICIPATION IN THE ACTIVITIES OR SERVICES PROVIDED BY BBSP AND THE BBSP PARTIES MY DEFENSE, INDEMNITY AND HOLD HARMLESS OBLIGATIONS APPLY WHETHER OR NOT RESULTING FROM OR CAUSED BY THE NEGLIGENCE (SOLE, CONCURRENT, CONTRIBUTORY, ACTIVE, OR PASSIVE) OF AND/OR THE PART OF ANY BBSP PARTY OR HIDDEN, LATENT OR OBVIOUS DEFECTS IN THE FACILITIES OR EQUIPMENT USED AND REGARDLESS OF WHETHER ANY SUCH ACT OR OMISSION WAS THE SOLE, PROXIMATE OR PRODUCING CAUSE OF THE CLAIMS. THESE DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATIONS PERTAIN TO ALL CLAIMS, LIABILITIES AND/OR CAUSES OF ACTION INCLUDING, BUT NOT LIMITED TO THOSE ARISING FROM INJURIES OR DEATH TO PARTICIPANT THAT MAY OCCUR AS A RESULT OF THE PERFORMANCE, OR FAILURE TO PERFORM, OF ANY MAINTENANCE, INSPECTION, SUPERVISION OR CONTROL OF BBSP’S PREMISES, FOR THE FAILURE TO WARN OF DANGEROUS CONDITIONS EXISTING AT SAID PREMISES, FOR THE FAILURE TO MAINTAIN OR INSPECT EQUIPMENT SUPPLIED TO PARTICIPANT, OR NEGLIGENT SUPERVISION OR INSTRUCTION BY ANY BBSP PARTY.

9. Pre-Existing Medical Conditions. I certify that Participant does not suffer from any physical infirmities, chronic illness or physical disabilities which are affected by or prohibit Participant from engaging and participating in the Activities. I also understand that if Participant does suffer from any physical infirmities, chronic illness or physical disabilities, I am responsible for consulting Participant’s physician before Participant engages in any Activity that may aggravate any condition that Participant may have. I also understand that if any physical or mental conditions exist that I must notify BBSP in advance of any event.

10. Medical Care. I agree that I am responsible for Participant’s medical care. Although I acknowledge that there is no obligation of any person to provide Participant with medical care during or after any Activities at BBSP, in the event that medical care is rendered to Participant, I hereby consent to such care and agree to indemnify and hold harmless the BBSP Parties with respect to any medical care so rendered.

11. Severability. If any portion of this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions shall continue in full force and effect. Furthermore, in lieu of each such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

12. Choice of Law. This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the State of Oklahoma without reference to conflict of laws principles.

13. Arbitration Agreement. Participant hereby agrees, on behalf of himself/herself and his/her spouse, children, heirs and legal representatives (“Holder”) that: (a) any claim asserted by Holder against any of the BBSP Parties shall be resolved by mandatory, confidential, final, and binding arbitration to the American Arbitration Association (“AAA”); (b) this Section 13 is governed by the Federal Arbitration Act (“FAA”);

(c) the FAA is applicable because the BBSP Parties are engaged in transaction involving interstate commerce; (d) the arbitration shall proceed before a single arbitrator; (e) the arbitration shall be conducted in accordance with the AAA Consumer Arbitration Rules; (f) any and all issues relating or pertaining to arbitration or this arbitration clause, including but not limited to the threshold question of arbitrability or the enforceability or validity of this arbitration clause, shall be delegated to the arbitrator selected pursuant to this provision; (g) the arbitrator shall have the power to award any remedies, including attorneys’ fees and costs, available under applicable law; (h) judgement upon the award rendered by the arbitrator may be entered in any court having jurisdiction; (i) the award may be vacated or modified only on the grounds specified in the FAA or other applicable law; and (j) any arbitration conducted pursuant to this Agreement shall take place in Oklahoma City, Oklahoma. 14. Parents and Guardians. If Participant is a minor, the undersigned parent or guardian of the Participant agrees to all of the provisions above and represents and warrants that he/she is authorized to enter into this Agreement on behalf of the Participant.

Additional BBSP Safety Rules

These additional BBSP Safety Rules are intended to supplement, clarify, and compliment the rules, terms, or conditions stated above in this Agreement and are not intended to replace or conflict with any rules, terms, or conditions stated above in this Agreement.

Animal Feeding

- Only use feed - purchased from our Gift Shop is allowed. Our animals are on a specific diet, outside food can harm them.
- Animals should only be fed at designated FEEDING STATIONS utilizing the dispensing chutes.
- For your safety, the animals’ safety, and to prevent damage to your vehicle - DO NOT hand-feed the animals or throw food on the ground.
- Vehicle windows should be re-closed before pulling away from the feed stations’ protective barrier.
- Warning: animals can become aggressive when being fed - feed at your own risk.

General Rules

- NO PETS or animals of any kind, including emotional support animals.
- NO SMOKING vaping, or use of any flammable devices.
- 5 MPH maximum speed limit. Obey all safety signage posted throughout the Safari Park.
- THE USDA REQUIRES THAT ALL PARTICIPANTS OF SELF-DRIVE TOURS REMAIN IN THEIR VEHICLES AT ALL TIMES WITH WINDOWS AND SUNROOFS CLOSED. No hanging out of windows or sunroofs. Riders are not allowed in truck beds.
- DO NOT Attempt to touch, pet, interact or take selfies with animals.
- DO NOT Provoke, Tease, Entice, Taunt, Antagonize, Mock, Harass or Torment the animals in any way. Animals that feel threatened can quickly become defensive and attack without warning potentially causing serious injury, death or property damage.
- Animals Have the Right-of-Way, come to a complete stop and let animals cross the roadway before proceeding. Keep a safe distance of at least three car lengths between your vehicle and the vehicle in front of you, and one car length from the animals to avoid accidents with animals or other vehicles.
- Remain on the roadway, except to pull over to observe animals or to let vehicles pass.
- DO NOT HONK; No Loud Noises, vehicle horns, air horns, music, yelling or screaming. Loud noises can "spook" animals and cause them to panic and run uncontrollably potentially causing harm to themselves, other animals, to guests or vehicle damage.
- No Bright Lights, do not flash vehicle lights, use high-beams or fog lights, shine a flashlight or a laser at the animals.
- DO NOT LITTER. Animals can mistake litter for food and ingest causing illness.
- DO NOT cross or breach fences or barriers or enter restricted roadways or employee only areas.
- Firearms or weapons of any kind are not allowed on the Safari Park premises.

THINGS TO REMEMBER

- Violators of any safari park policies will promptly be escorted off the BBSP premises without refund or re-entry privileges.
- The Purchaser of tickets and/or the driver of vehicles assume responsibility of all participants in their party and will be held financially liable for any negligent behavior or violations of Safari Park Safety Rules that result in property damage, animal injury, or death.
- CCTV Surveillance in use. License plates recorded upon entry and exit.

Wild Animal Safety Risks

- The animals in the BBSP are wild and their behavior is unpredictable. Animals can bite, kick, stomp, impale or charge without warning.
- To help mitigate the possibility of an animal being "triggered" and displaying aggressive behavior that could result in personal injury, death or property damage, please carefully read and abide by the safety precautions and policies as outlined on this webpage.
- Participants of BBSP are participating at their own risk and assume personal responsibility as such. Custodians of minor children assume the responsibility of associated risk on behalf of minor children in their care.

Prohibited Items on BBSP Premises

- No firearms, knives or other weapons of any kind. (Under state law, the Safari Park is considered both an amusement park and an educational institution, so concealed weapons aren’t allowed, even for licensed holders of concealed handgun permits.)
- No Smoking, vaping, or other tobacco products, recreational or illegal drugs.
- No matches, lighters, fireworks, explosives or flammable devices of any kind.
- No drones, lasers, flash-photography, stand-up scooters, skateboards, roller blades or air horns.
- No glass containers, outside food, candy, bubble gum or drinks allowed, including alcohol. Only water bottles are allowed.

Vehicle Requirements/Restrictions

- Each vehicle entering must have a cell phone that can be used to report an emergency from within the Safari Park if needed.
- Only fully enclosed vehicles are permitted. Maximum clearance height is 90 inches/7.5 feet.
- All vehicle doors, windows, sunroofs, trunk lids, cargo carriers and gas caps must be able to fully close and stay latched on their own.
- Vehicles with detachable panels, windows, doors, tops, flaps etc. must have all parts fully attached to prevent animal entry into the vehicle.
- Truck beds must be empty and storage chests must be locked. Guests are not allowed to ride in a truck bed while touring the safari park.
- RV’s, ATV’s, towed trailers, campers, motorcycles, and buses are not permitted.
- Vehicles with loud motors, pipes or exhaust are not permitted.
- Vehicles with raised chassis and/or oversized wheels are not permitted.

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