

ACKNOWLEDGEMENT AND RELEASE OF LIABILITY

THIS ACKNOWLEDGEMENT AND RELEASE OF LIABILITY MAKES PARTICIPANT AWARE THAT RISK OF INJURY IS INHERENT IN ANY ACTIVITY INTO WHICH ONE MAY VOLUNTARILY ENTER AND THAT PARTICIPANT HAS PERSONAL ACCOUNTABILITY FOR HIS/HER OWN CHOICES AND ACTIONS. BY SIGNING BELOW, PARTICIPANT IS AGREEING TO RELEASE AND HOLD DOLESE HARMLESS FROM LIABILITY.

THIS ACKNOWLEDGEMENT AND RELEASE OF LIABILITY (the "Agreement") is made and entered into as of the date entered below (the "Effective Date") by the PARTICIPANT whose name is printed and signed below (the "Participant").

WITNESSETH:

WHEREAS, Dolese Bros. Co., an Oklahoma Corporation, (hereinafter called, "Dolese") whose corporate offices are located at 20 NW 13th St., Oklahoma City, OK 73103, is the owner of real property known as the Dolese Big Canyon Quarry property, situated in: Sections 19 and 30, Township 2 South, Range 3 East of the Indian Meridian, Murray County, Oklahoma, (hereinafter referred to as, the "Premises"); and

WHEREAS, Participant desires to access the Premises for the purposes of photographing and video recording trains traveling on the railroad tracks adjacent to the Premises (the "Activities"); and

WHEREAS, Dolese is willing to grant Participant a temporary, limited, non-exclusive, non-transferable right to access the Premises ("Right of Access") for the sole purpose of conducting the Activities pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Dolese and Participant (each a "Party", and collectively, the "Parties") agree as follows:

1. TERM. Dolese grants Participant Right of Access during the following dates and times:

_____ ,
after which such time, the Right of Access shall expire.

2. ASSUMPTION OF RISK. The Participant understands that he/she is voluntarily participating in the Activities and has personal accountability for his/her own choices and actions. Participant recognizes that participating in the Activities involves risk of an accident and serious injury. Participant further acknowledges and understands that no warranty, either expressed or implied, is made by Dolese as to the condition of the Premises, including roads, buildings, gates, or other improvements located thereon. This Agreement is sufficient warning that dangerous conditions, risks and hazards do exist on the Premises. Participant acknowledges that his/her presence and Activities on the Premises expose such Party or its property to dangerous conditions, risks and hazards, including but not limited to: poisonous snakes, insects and spiders; rocks, erosion and general condition of the land, both on and off roadways and trails, creating rough, hazardous and dangerous driving and walking conditions; animals both wild and domestic that may be diseased and/or potentially dangerous; and rapidly rising and rushing water in creeks and rivers. Participant by entering into this Agreement expressly assumes all such dangers, risks and hazards of accessing the Premises and participating in the Activities, whether those risks are known or unknown to the Participant.

3. INDEMNIFICATION. Participant (including his/her heirs, family and estate, executors, administrators, assigns, and personal representatives, collectively hereafter referred to as, the "Participant") shall hold harmless, defend and indemnify Dolese (including its shareholders, officers, directors, agents, servants, employees, other representatives, subsidiaries, affiliates, and partners, collectively hereafter referred to as "Dolese") from any and all, demands, claims, actions, legal proceedings, judgments, liability, damages, or other losses, including attorneys' fees and costs in defending same or awarded to a prevailing party as a result of any such demand, claim, action, legal proceeding, judgment, liability, damage or other loss, (collectively hereafter referred to as "Loss" or "Losses"), arising out of or in any way related to Participants exercising the Right of Access or conducting of the Activities on the Premises, whether caused in whole or in part by the actions, omissions, conduct, fault or negligence of Participant.

4. COMPLIANCE WITH APPLICABLE LAWS. Participant agrees to abide by all local, state and federal laws, rules and regulations, and all other rules and regulations of any other agency with authority over the Premises or the Activities conducted thereon.

5. MISCELLANEOUS. The internal laws of Oklahoma, without regard to the principles of conflicts of laws thereof, shall govern the formation and construction of the terms and provisions of this Agreement. Participant and Dolese both agree that the venue for any litigation arising out of or concerning in any way this Agreement, shall lie exclusively within Oklahoma County, Oklahoma. If any one or more provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement.

I, the Participant, have carefully read this Agreement in its entirety, understand it, and agree with all of its provisions, and sign it voluntarily.

Signature: _____

Printed Name: _____

Date: _____

Physical Address (residence): _____