

State of Texas
County of Runnels

RELEASE AND WAIVER OF LIABILITY AND CLAIMS

The undersigned on his or her behalf and the behalf of his or her heirs, legal representatives and assigns (collectively hereinafter referred to as the "Undersigned") hereby RELEASES, WAIVES, AND DISCHARGES the 4K Ranch, it's owners, employees, agents, subcontractors, representatives, assigns or successors-in-interest (the "Released Parties") from any and all liability, claims, demands or causes of action that the Undersigned may have for any and all injuries to his or her person or property and for damages, including but not limited to losses CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE while the Undersigned is on the property of the 4 K Ranch for any purpose or participation in any activity whatsoever.

The Undersigned hereby EXPRESSLY AGREED he or she WILL NOT SUE OR MAKE A CLAIM against the released parties for damages or other losses sustained as a result of his or her presence on or participation in any activity on such property, including but not limited to, the performance of the Agreement.

The Undersigned further AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Released Parties and each of them from any loss, liability, damage, or cost that the Released Parties may incur due to the presence of the Undersigned. The Undersigned AFFIRMS he or she is currently covered under appropriate general liability and personal health insurance policies issued through a licensed carrier. The Undersigned REPRESENTS AND WARRANTS his or her participation in any activity does not violate any federal, state, and/or local laws and ordinances regulating such activity, if any, and he or she has obtained any necessary permits or licenses to engage in such activity if required by law.

The undersigned EXPRESSLY ACKNOWLEDGES, AGREES, AND UNDERSTANDS the performance of the Agreement has inherent risks and dangers and no amount of care, caution, instruction, or expertise can eliminate such risks and dangers. He or she EXPRESSLY AND VOLUNTARILY ASSUMES ALL RISKS OF DEATH OR PERSONAL INJURY SUSTAINED WHILE PARTICIPATING IN THE PERFORMANCE OF THE AGREEMENT WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES. The Undersigned further EXPRESSLY AGREES the forgoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as it permitted by the law of the State of Texas and that if any portion thereof is held invalid, it is agreed that the balance shall, not withstanding, continue in full legal force.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THIS RELEASE AND WAIVER OF LIABILITY AND CLAIMS, AND UNDERSTANDS THAT HE OR SHE HAS GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAS SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO HIM OR HER AND INTENDS THAT HIS OR HER SIGNATURE IS A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY THE LAW.

GUEST SIGNATURE _____ DATE _____

GUEST NAME _____ ADDRESS: _____

PARENT SIGNATURE _____

PARENT NAME _____