

**ACKNOWLEDGMENT OF RISK AND
FULL RELEASE FROM LIABILITY/INDEMNITY**

The undersigned (referred to herein as "Guest") acknowledges that he/she is well aware of the following (Please initial each point):

_____ **All activities on the ranch can involve a substantial degree of danger and risk of injury.** All guests must exercise good judgment and stay alert at all times. Some, but not all, of the dangers and risks will result from the following:

_____ **Roads.** Extreme caution should be exercised while traveling the main ranch road. Vehicles are allowed to drive only on the main ranch road leading to the lodge. **Dangerous conditions are not marked or designated** as such and the possibility of a vehicle's unforeseen mechanical failure at any time must be accepted.

_____ **Walking and Climbing.** Some of the terrain is extremely rough, steep and rocky, and thus very dangerous. Extreme caution should be exercised at all times, to the extent that each step taken must always be chosen with the utmost care. **Dangerous conditions are not marked or designated** as such. All guests should be in good physical condition before attempting to walk or climb any of the difficult terrain. **No walking or hiking is allowed around the animal pens or beyond the no hiking signs.**

_____ **Snakes and Insects.** Poisonous snakes and insects may be encountered anywhere on the ranch. All persons should remain alert for these dangers.

_____ **Animals.** Any animal on the ranch has the capability of causing bodily harm. All persons must use caution when in the proximity of any animal. **DO NOT FEED THE ANIMALS!**

_____ **Pool.** Swim at your own risk. Life guards are not on premises.

_____ **Rope Swing.** Tree branches and rope are subject to break. Anyone using the rope swing is subject to injuries from hitting bottom of pool, bank or from swinging back to landing. Use with caution and at your own risk.

_____ **Fires in Fire Pit.** Only burn fires with wood that is provided in the designated fire pits. Building fires with flames more than five to six feet high is prohibited. Gathering wood from around ranch is prohibited. Fires are only allowed in the designated fire rings or pits.

_____ **Barbequing.** Do not move barbeque pits out of designated barbeque area.

_____ **Carpet Grass.** Do not put anything on carpet grass that can damage or kill grass. ie. ice, discarded food, deer corn, hot coals, grease, barbeque pits, etc.

_____ **Health.** The guest acknowledges that he/she suffers from no medical condition or allergy that makes visiting the ranch more hazardous for guest than for a normal individual without such medical condition or allergy. Guest will bring all his/her appropriate medications and emergency first aid materials (including treatments for stings and bites) and insect repellent. Landowner and/or Circle H Ranch are not expected to furnish any of the same.

Furthermore, guest(s) agrees that:

The terms of the following are contractual. In consideration for being permitted to enter upon the Circle H Ranch located in Real County, Texas ("the Ranch"), _____ Group ("Guest"), expressly makes the following covenants and agreements to Harwood Family Properties, Ltd. ("Landowner") and Circle H Ranch, Inc. ("Lessee"):

Acknowledgment of Risk and Full Release from Liability/Indemnity

_____ **GUEST FULLY AND COMPLETELY RELEASES, WAIVES, AND DISCHARGES THE LESSEE & THE LANDOWNER AND THEIR EMPLOYEES, CHILDREN, SPOUSES OF CHILDREN, PERSONAL REPRESENTATIVES, EXECUTORS, ADMINISTRATORS, SUCCESSORS, HEIRS, AND ASSIGNS, AND EACH OF THEM (COLLECTIVELY REFERRED TO HEREIN AS "RELEASEES"), FROM ANY AND ALL LIABILITY TO GUEST FOR ANY AND ALL LOSSES, DAMAGES, AND CLAIMS FOR LOSSES OR DAMAGES, ON ACCOUNT OF PERSONAL INJURY, SICKNESS, DEATH OR PROPERTY DAMAGE WHICH MAY ACCRUE TO GUEST WHILE GUEST IS PRESENT, OR DUE TO GUEST'S PRESENCE, ON OR ABOUT THE RANCH, WHETHER SAME OCCUR AT THE TIME OF SUCH PRESENCE OR AT AN EARLIER OR LATER TIME, AND WHETHER SAME ARE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF RELEASEES, OR OTHERWISE.** This release is fully binding upon Guest and Guest's personal representatives, executors, administrators, heirs, successors, assigns, and next of kin.

_____ **Guest agrees to indemnify and hold harmless Releasees,** and each of them, from any and all suits, actions, losses, damages, claims, or liability of any character, type, or description including (as illustration, and not in limitation) all expenses of litigation, court costs and attorneys' fees, for injury or death to any person, or damage to any property, which may be received or sustained by any person or persons, or property, arising out of the acts, or due to the presence on or about the Ranch, of Guest, whether same are caused in whole or in part by the negligence of Releasees, or otherwise.

_____ **Guest agrees that this release, waiver and indemnity shall be as broad and inclusive as permitted by the laws of the State of Texas.** If any portion of the agreement is held invalid or unenforceable for any reason, Guest agrees that the remaining provisions of this agreement shall continue in full legal force and effect.

_____ **Guest makes each of the following representations to Landowner and Lessee:** (i) Guest has carefully read and understands all the provisions contained above and is aware that this instrument is a full and complete release of liability; (ii) Guest acknowledges that he/she is signing this instrument voluntarily; and (iii) Guest acknowledges that no agreement or understanding, either express or implied, exists between himself/herself and Landowner or Lessee other than as expressly contained in this instrument.

I, _____ (Guest Name Printed), HAVE READ, FULLY UNDERSTAND & AGREE TO THE FOREGOING.

_____ Date _____ Signature of Guest

Acknowledgment of Risk and Full Release from Liability/Indemnity

This page is an addendum for the purpose of obtaining signatures of guests, in addition to the primary guest signature on page 2 of this document. Signatories on this page agree to be bound by the provisions of this Acknowledgment of Risk and Full Release from Liability/Indemnity.

Below your signature, please print your name clearly.

Please sign above & have all others over age 16 sign below. Signers on this page, please print your name below the line you have signed.*

BY SIGNING BELOW, I CERTIFY THAT I HAVE READ, FULLY UNDERSTAND & AGREE TO THE FOREGOING ACKNOWLEDGMENT OF RISK & RELEASE FROM LIABILITY.

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