

SPIRAL HORN RANCH

RELEASE OF LIABILITY AND ACKNOWLEDGMENT AND ACCEPTANCE OF DANGERS, RISKS AND HAZARDS AS CONDITION FOR ENTRY

KNOW ALL MEN BY THESE PRESENTS: For valuable consideration, be it hereby agreed:

Parties: "Host" is Spiral Horn Ranch, LLC (d/b/a Spiral Horn Ranch) its shareholders, lessors, officers, employees, lessees, subcontractors and agents. "Guest" is the person, whose name appears below, and any dogs, minors, dependents or other third parties accompanying that person.

Ranch: Spiral Horn Ranch in San Saba County, Texas.

TERMS:

(1) ACKNOWLEDGMENT, ACCEPTANCE AND ASSUMPTION OF RISKS: Guest acknowledges and understands that the Host makes no warranties, either expressed or implied, as to the safety of the Ranch occupied and/or used by the Guest. This document provides and imparts sufficient warning that dangerous conditions, risks and hazards exist on the Ranch. Guest's presence and activities on the Ranch expose both Guest and Guest's property to dangerous conditions, risks and hazards, including but not limited to: poisonous snakes, insects and spiders; hunting blinds and tree stands, whether or not erected by owner; ditches, erosion and general condition of the land, both on and off roadways and senderos, creating rough, hazardous and dangerous driving, riding and walking conditions; animals, both wild and domestic that may be diseased and/or potentially dangerous; deep water; sharp rocks; persons with firearms or other weapons both on or off the Ranch; injury from ammunition and shot from other firearms or weapons; and the use of any vehicles. Guest specifically acknowledges that exotic and native animal species on the Ranch are not domesticated and activities related with them are inherently dangerous and can create conditions, risks and hazards for personal injuries including death. The Guest acknowledges, accepts and assumes all such dangerous, risky and hazardous conditions in exchange for the right of entry.

(2) RELEASE OF LIABILITY AND INDEMNIFICATION: Guest realizes there are both natural and man-made risks and hazards associated with being on the Ranch. The man-made hazards associated the Ranch experience includes such things as slippery shower stalls and hot stoves. Guest agrees and understands that Host assumes no liability for the Guest's safety when he or she is exposed to hazardous conditions, whether natural or man-made. Guest agrees to release and hold the Host harmless from any liability for personal injuries or property damage sustained while on the Ranch. Guest accepts sole responsibility for Guest's dogs, minors, dependants and any third parties accompanying Guest. Guest agrees to indemnify and hold Host harmless from any and all actions or

causes of action, claims, demands, liabilities, losses, damages, injuries, costs or expenses of whatever kind or nature, including cost of litigation, attorneys' fees and reasonable expenses in connection therewith, for injury to Guest and/or for damage to or loss of the Guest's property while on the Ranch, whether or not such action, claim, demand, loss, injury or damage claim shall be valid or groundless, and whether or not it was caused by the Host's negligent or grossly negligent conduct. The term "injury" as used herein also covers death. The release and indemnification provisions of this paragraph are binding upon the Guests, his or her heirs, successors and assigns and the estate. The release and indemnification provision of this paragraph covers all claims for wrongful death under the Texas Civil Practice and Remedies Code.

(3) UNLIMITED RELEASE AND INDEMNIFICATION: The Guest's releases and indemnity obligations extended hereby and the liabilities assumed herein by this Agreement shall be without monetary limits. Also, by executing this Agreement, the Guest expressly agrees to release and indemnify Host from and against the consequences of Host's conduct, whether or not the conduct is negligent or grossly negligent, whether or not the negligence is active or passive, and whether such negligence is the sole cause or a proximate cause occurring jointly and concurrently with the Guest or with others. Guest further covenants and agrees that Guest shall not make any claim or institute any suit or action at law or in equity against the Host or Host's respective heirs, agents, representatives, employees, successors or assigns.

(4) PREREQUISITE SKILLS AND TRAINING: The undersigned acknowledges that he or she has the requisite skills, qualifications, physical abilities, and training necessary for proper and safe use of the equipment and facilities and to participate in the activity itself. Guest has had the opportunity to consult with a physician prior to deciding to participate in the activities at the Ranch and Guest understands that it is his sole responsibility to determine whether he and his guests, dogs, minors, dependants and any third parties are physically and emotionally able to participate in the activities at the Ranch. The Guest agrees that if he or she has any questions as to what skills, qualifications or training is necessary to properly use the equipment, facility, or to participate in the activity itself, then they shall direct such questions to the appropriate staff member on site. However, while such staff member may provide such assistance, Guest shall remain liable for their own actions.

(5) PAY: The undersigned agrees to pay for any or all damages to any property or indemnitee caused by the undersigned either negligently, willfully, or otherwise.

(6) EMERGENCY TREATMENT CONSENT: The undersigned, as a participant in the subject activity, hereby consents to medical treatment in a medical emergency where the undersigned is unable to consent to such treatment.

(7) INSURANCE: The undersigned understands that Spiral Horn Ranch, LLC and its auxiliaries do not carry participant insurance. The undersigned is encouraged to have a physical examination and to purchase health insurance prior to any and all participation

(8) VENUE / GOVERNING LAW FOR AGREEMENT: This Agreement is performable in San Saba County, Texas. The terms of this Agreement shall be governed by the laws of the State of Texas.

(9) DURATION OF AGREEMENT: The provisions, covenants, conditions and indemnities contained in this Release shall survive the term of Guest's stay at the Ranch.

By signing this Agreement, I represent and warrant that (a) I have had ample opportunity to read this Agreement and have done so; (b) I fully understand and voluntarily agree to each term of the Agreement; (c) I have the authority to sign this Agreement for each person listed below; (d) I am under no duress or requirement to sign this Agreement; (e) I have not been induced to sign this Agreement by the statement or conduct of the Host; and (g) I have the mental competency to understand and enter into this Agreement.

Dated and signed this _____ day of _____, 200__.

Spiral Horn Ranch, LLC

By: _____
Agent for Host

By: _____
Guest Name (Print)

Guest's Signature

Guest Address, City, State, Zip

Guest e-mail address

Additional Names of dogs, minors, dependants or other third parties accompanying Guest:

Guest Name (Print)

Guest Name (Print)

Guest Name (Print)

For participants under 18 years of age, a parent or legal guardian must sign the above waiver and release and complete the following section:

I, _____, the parent and natural guardian of _____ (minor participant's name), hereby acknowledge that I have executed the foregoing waiver and release for and on behalf of the minor named herein. As the natural or legal guardian of such minor, I hereby bind myself, the minor, and our executors, administrators, heirs, next of kin, successors and assigns to the terms of the foregoing waiver and release. I represent that I have the legal capacity and authority to act for and on behalf of the minor named herein, and I agree to indemnify and hold harmless the persons or entities mentioned in the foregoing waiver and release for any claims made or liabilities assessed against them as a result of any insufficiency of my legal capacity or authority to act for and on behalf of the minor in the execution of the foregoing waiver and release or in the execution of this consent.

Name (parent/guardian) _____

Signature _____ Date _____

RELEASE OF MATERIAL FOR PROMOTIONAL PURPOSES: I understand that Spiral Horn Ranch, LLC uses promotional material to attract Guests. While I am on the Ranch, the Host may take photographs or acquire written evidence of my presence and my activities through such things as guest book entries and ledgers. After I leave the Ranch, I may send letters, emails or other documentation expressing the satisfaction of my Ranch experience. By affixing my signature below, I hereby agree that Spiral Horn Ranch may use any photographs and written material acquired during my stay or after I leave the Ranch for promotional and/or commercial purposes. This approval extends to third parties with whom Spiral Horn Ranch may partner for joint marketing efforts.

Guest's Signature Printed Name Date

EMERGENCY CONTACT INFORMATION:

NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE _____