

RELEASE OF LIABILITY AND ACKNOWLEDGEMENT AND ACCEPTANCE OF DANGERS, RISKS AND HAZARDS OF THE GUEST RANCH EXPERIENCE

Know all men by these presents: For the consideration, be it hereby agreed:

PARTIES: Host is Lamary and Associates, Inc., d.b.a. Rancho Cortez, its shareholders, lessors, officers, employees and agents. Host is an equine professional. Guest is the person, whose name appears below, and any minors or dependents accompanying that person. Guest is a participant.

CONSIDERATION: The use of Rancho Cortez facilities by Guest.

RANCH: The Rancho Cortez of Bandera, Texas.

TERMS:

1. Guest acknowledges and understands that the Host makes no warranty, either express or implied as to the safety of the guest ranch experience. This document is sufficient warning that dangerous conditions, risks and hazards do exist. Guest's presence and activities on and about the ranch expose both guest and guest's property to dangerous conditions, risks and hazards, including but not limited to: rough terrain, ditches, sharp rocks, animals, including biting and kicking horses and cattle, both wild and domestic that may be dangerous; guests have been known to be injured when bitten by, stepped on, butted, stung, gored, and/or hooked by animals or insects, including cattle and/or horses, the general condition of the ranch; and that use of vehicles. Guest hereby expressly assumes all such dangers, risks and hazards.
2. Guest realizes that there are natural and man-made hazards associated with the guest ranch experience, and guest assumes all risks in connection with such hazards. Guest realizes that slippery shower stalls, concrete swimming pools, hot stoves and other man-made hazards are associated with the guest ranch experience. Guest agrees and understands that Host assumes no liability for the safety of the person or property of guest or guest's servants, guest, agent or employees. For the consideration, guest agrees to release Host from any liability for damages or injury to the person and/or property of guest or guest's servants, guest, agents or employees occurring on or about the ranch. Cumulative of the forgoing, guest agrees to indemnify and hold Host harmless from any and all actions or causes of action, claims, demands, liabilities, loss, damage, injury, cost or expense of whatever kind, including costs of litigation, attorney's fees and reasonable expenses in connection therewith, for injury to guest and/or for damage to or loss of property of guest or guest's servants, guest, agents or employees occurring on or about the ranch, whether or not such action, claim, demand, loss, injury, or damage claim shall be valid or groundless. The term injury as used herein also covers death; and the release and indemnification provision of this paragraph is binding upon the successor and assigns and the estate of guest. In addition to other matters covered hereby, the release and indemnification provision of the paragraph also covers all claims for wrongful death under the Texas Civil Practice and Remedies Code.
3. Guest expressly confirms that it is guest's intent that all indemnity obligations and liabilities assumed by guest under the terms hereof shall be without monetary limit and that by executing this agreement, guest expressly agrees to release and indemnify Host from and against the consequences of Host's own negligence (whether such negligence is active or passive and whether such negligence is the sole proximate cause or a proximate cause jointly and concurrently with the negligence of guest or others) resulting in the damage or injury to the person and/or property of guest or guest's servants, guest, agents or employees.

WARNING: UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.

In signing this agreement I represent and warrant that I have had ample opportunity to read this agreement and I have done so. I understand and agree to each term of the agreement. I have the authority to sign this agreement for the minors listed below. I am under no duress to sign this agreement.

Dated and signed _____
Rancho Cortez

Guest _____

I am also executing this agreement on behalf of the minors listed below.
