

RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK

The individual named below (referred to as “I” or “me”) desires to participate in recreational activities including, but not limited to, on-road and off-road bicycling, hiking, running, and horseback riding, camping, swimming, and other water or outdoor activities, specifically including spectating any activities that I am not participating in (the “Activities”) at the premises of Powers Bluff Creek Ranch, LLC, located at 537 Owl Creek Rd., Warda, Texas 78960 (“Bluff Creek Ranch”). In consideration of my visiting and utilizing the amenities and facilities of Bluff Creek Ranch, I hereby freely agree to all the terms and conditions set forth in this instrument (the “Waiver”).

I AM AWARE AND UNDERSTAND THAT THE PARTICIPATING IN OR SPECATING THE ACTIVITIES ARE POTENTIALLY DANGEROUS ACTIVITIES AND INVOLVE THE RISK OF SERIOUS PHYSICAL OR EMOTIONAL INJURY, EXPOSURE TO AND/OR ILLNESS FROM INFECTIOUS DISEASES (INCLUDING, BUT NOT LIMITED TO, COVID-19), DISABILITY, DEATH, AND/OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY RESULT FROM OR BE COMPOUNDED BY THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE RELEASED PARTIES (AS DEFINED HEREIN), INCLUDING NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE RELEASED PARTIES. NOTWITHSTANDING THE RISK, I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH KNOWLEDGE AND AN EXPRESS UNDERSTANDING OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, EXPOSURE TO AND/OR ILLNESS FROM INFECTIOUS DISEASES (INCLUDING, BUT NOT LIMITED TO, COVID-19), DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING FROM THE ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE.

I HEREBY EXPRESSLY WAIVE FOR MYSELF, MY HEIRS, EXECUTORS, ADMINISTRATORS, LEGAL REPRESENTATIVES, ASSIGNS AND SUCCESSORS IN INTEREST (COLLECTIVELY “SUCCESSORS”) AND RELEASE ANY AND ALL CLAIMS, NOW KNOWN OR HEREAFTER KNOWN, AGAINST POWERS BLUFF CREEK RANCH, LLC, BLUFF CREEK RANCH, BRECK POWERS, JEANNINE POWERS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGER(S), EMPLOYEES, AGENTS, AFFILIATES, SHAREHOLDERS, MEMBERS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, “RELEASED PARTIES”), ON ACCOUNT OF INJURY, DISABILITY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF OR ATTRIBUTABLE TO MY PARTICIPATION IN OR SPECTATING OF THE ACTIVITIES, WHETHER ARISING OUT OF THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE. I COVENANT NOT TO MAKE OR BRING ANY SUCH CLAIM AGAINST THE RELEASED PARTIES, AND FOREVER RELEASE AND DISCHARGE THE RELEASED PARTIES FROM LIABILITY UNDER SUCH CLAIMS.

I SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE RELEASED PARTIES AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, CLAIMS, ACTIONS, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS, OR EXPENSES OF WHATEVER KIND, INCLUDING ATTORNEY FEES, FEES, THE COSTS OF ENFORCING ANY RIGHT TO INDEMNIFICATION UNDER THIS WAIVER, AND THE COST OF PURSUING ANY INSURANCE PROVIDERS INCURRED BY THE RELEASED PARTIES ARISING OUT OF OR RESULTING FROM ANY CLAIM OF A THIRD PARTY RELATED TO MY PARTICIPATION IN THE ACTIVITIES OR MY PRESENCE AT BLUFF CREEK RANCH, INCLUDING ANY CLAIM RELATED TO MY OWN NEGLIGENCE OR THE NEGLIGENCE OF THE RELEASED PARTIES.

While riding a bicycle or horse on Bluff Creek Ranch and any of the adjoining properties being utilized or leased by Bluff Creek Ranch, I will wear an ANSI, SNELL, ASTM, or CPSC rated helmet, properly affixed to my head and I assume all responsibility and liability for the selection and fit of such a helmet. I accept responsibility for the condition and adequacy of my bicycle or horse equipment and any other related equipment used on Bluff Creek Ranch. I have no physical or mental condition which to my knowledge would endanger myself or others or would interfere with my ability to participate in activities at Bluff Creek Ranch.

This Waiver constitutes the sole and entire agreement between Bluff Creek Ranch and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Waiver or the application thereof to any party or circumstance is held invalid, illegal, or unenforceable to any extent in any jurisdiction, then the remaining terms and provisions of this Waiver and their application to other parties or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law. This Waiver is binding on and shall inure to the benefit of the Released Parties and me and our respective successors and assigns. All matters arising out of or relating to this Waiver shall be governed by and construed in accordance with the internal laws of the State of Texas, excluding any conflict-of-laws rule or principle that might refer the governance or the construction of this agreement to the laws of another jurisdiction. Any claim or cause of action arising under this Waiver may be brought only in the federal and state courts located in the county where the alleged injury occurred, and I hereby consent to the exclusive jurisdiction of such courts.

Initials of Ranch Guest _____

Date: _____

AGREEMENT AND WARNING

I UNDERSTAND AND ACKNOWLEDGE THAT AN AGRITOURISM ENTITY IS NOT LIABLE FOR ANY INJURY TO OR DEATH OF AN AGRITOURISM PARTICIPANT RESULTING FROM AGRITOURISM ACTIVITIES. I UNDERSTAND THAT I HAVE ACCEPTED ALL RISK OF INJURY, DEATH, PROPERTY DAMAGE, AND OTHER LOSS THAT MAY RESULT FROM AGRITOURISM ACTIVITIES.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTOOD ALL OF THE TERMS OF THIS WAIVER AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE RELEASED PARTIES, WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME. I INTEND MY SIGNATURE TO BE THE REQUIRED EVIDENCE OF MY ASSENT TO COMPLETELY AND UNCONDITIONALLY RELEASE ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Signed:

Printed Name:

Address:

Date: _____

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Release and Waiver of Liability and Assumption of Risk.

Signed:

Printed Name of Parent of Legal Guardian:

Address:

Date: _____