

WAIVER OF LIABILITY

Bluff Creek Ranch

Warda, Texas

In consideration of my visiting and utilizing the amenities and facilities of Powers Bluff Creek Ranch, LLC, located at 537 Owl Creek Rd., Warda, Texas 78960 ("Bluff Creek Ranch"), I hereby freely agree to and make the following contractual representations and agreements set forth in this Waiver of Liability (the "Waiver"). I fully realize the dangers of participating in both on and off road bicycling, hiking, running, and horseback riding as well as camping, swimming and participating in any water sport activity. I fully assume the risks associated with such participation including, by way of example and not limitations, the following: COVID-19, the dangers of collisions with pedestrians, livestock, wildlife, vehicles, other bicyclist, fixed or moving objects; the dangers arising from surface hazards, equipment failure, inadequate safety equipment and weather conditions; the danger of contact with biting insects, reptiles and mammals; the dangers of participating in any water or play activity including drowning; and the possibility of serious physical and/or mental trauma including death.

I hereby waive, release, and discharge for myself, my heirs, executors, administrators, legal representatives, assigns and successors in interest (hereinafter collectively termed "successors") any and all rights and claims which I have or which may hereinafter accrue to me against Powers Bluff Creek Ranch, LLC, Bluff Creek Ranch, Breck Powers, Jeannine Powers, and their respective members, managers, employees, affiliates, designates or heirs, agents, attorneys, successors and assigns (the "Released Parties") and all damages which may be sustained by me directly or indirectly in connection with, or arising out of my participation with activities at Bluff Creek Ranch or travel to or from Bluff Creek Ranch.

In consideration for being allowed to use Bluff Creek Ranch's amenities and facilities under this Waiver, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged:

I AGREE TO DEFEND, INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS FROM LIABILITY OR CLAIMS, DEMANDS, DAMAGES AND COSTS FOR OR ARISING OUT OF ANY DAMAGE, INJURY, DISEASE, SICKNESS OR DEATH TO RELATED TO MY USE OR OPERATION OF THE AMENITIES AND FACILITIES OF BLUFF CREEK RANCH.

I UNDERSTAND, ACKNOWLEDGE AND STIPULATE THAT THIS WAIVER APPLIES TO AND INCLUDES ANY SUCH CLAIMS, DEMANDS, DAMAGES AND COSTS ARISING OUT OF NEGLIGENCE, GROSS NEGLIGENCE, AND WILLFUL MISCONDUCT ON THE PART OF THE RELEASED PARTIES.

I agree that it is my sole responsibility to be familiar with the conditions of the trail, camping, swimming and recreational areas. I understand and agree that situations may arise during participating in activities at Bluff Creek Ranch that may be beyond the immediate control of the property owners and I must partake in any and all activities so as to neither endanger myself or others. I accept responsibility for the condition and adequacy of my bicycle or horse equipment and any other related personal equipment used on Bluff Creek Ranch. While riding my 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 have no physical or mental condition which to my knowledge would endanger myself or others if I participate in this event, or would interfere with my ability to participate in activities at Bluff Creek Ranch.

I agree for myself and my successors, that the above representations are contractually binding, and are not mere recitals, and that should I or my successors assert my claim in contravention of this Waiver, I or my successors shall be liable for all the expenses (including legal fees and expenses) incurred by the other party or parties in defending his, her or themselves against my claim.

This Waiver may not be modified orally and a waiver of any provision shall not be construed as a modification of any other provision herein or as consent to any other provision herein or as a consent to any subsequent waiver or modification. If any term or provision of this Waiver is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Waiver or invalidate or render unenforceable such term or provision in any other jurisdiction. This Waiver and all matters arising out of or relating to this Waiver, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Texas, United States of America. Any legal suit, action or proceeding arising out of or based upon/relating to this Waiver must be instituted in the federal courts of the United States of America or the courts of the State of Texas, in each case located in the City of Houston and County of Harris, and the undersigned irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

By signing below, I agree to all the terms and conditions of this Waiver, including the waiver of negligence claims, gross negligence claims, personal injury claims, and mental anguish claims

AGREED AND ACCEPTED: _____ **DATE:** _____

PRINT NAME: _____ **EMAIL:** _____

EMERGENCY CONTACT(S): _____