

MATHIS CABIN RELEASE

RELEASE OF LIABILITY

I knowingly and willingly sign this Release of Liability (the “**Release**”) with Jay and Lydia Mathis and Mathis Red River Cabin, LLC, a Texas Limited Liability Company (collectively “Mathis Cabin Holdings”) as a condition for my stay, use and enjoyment from _____ (“My Stay”) at the land and improvements located at **1104 Viva Dell Trail, Red River, NM 87558** (the “Mathis Cabin Premises”)

No Express or Implied Warranty: I acknowledge and understand that no warranty, either express or implied, is made by Mathis Cabin Holdings as to the condition and/or safety of the Mathis Cabin Premises, or any roads, buildings, gates or other improvements or natural conditions located on the Mathis Cabin Premises.

Warning of the Dangerous Conditions on the Mathis Cabin Premises: This document is sufficient to warn me and serves to warn me and make me aware that dangerous conditions, risks and hazards, both obvious and latent, both natural and man-made, do exist and can cause serious bodily injury or death and damage or destruction of my personal property and the property of others. My presence and activities on the Mathis Cabin Premises may expose both me and my property to dangerous conditions, risks and hazards, both obvious and latent, both natural and man-made, including but not limited to: poisonous snakes, insects, arachnids, and other biting or stinging creatures; thorned or poisonous plants and trees; eroded areas, holes, steep inclines, sharp and jagged rocks, and other general conditions of the land, including falling trees, both on and off roadways and trails, creating rough, hazardous and dangerous driving and walking; animals both wild and domestic that may be diseased, potentially dangerous, and/or possessed with propensities to injure or kill; trees and tree limbs (both dead and alive or diseased) that may fall unexpectedly without warning; trespassers; and the use of vehicles, boats, ATVs, and UTVs. ***I hereby state that I expressly assume all such dangers, risks and hazards.***

Waiver and Release of Claims; Indemnification: In consideration for the right to enter the Mathis Cabin Premises for the purposes of My Stay, I hereby **waive and release all claims AND AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS** Mathis Cabin Holdings and Mathis Cabin Holdings’, agents, representatives, employees, successors, heirs, and assigns (whether or not specifically named herein) from and against any and all claims, demands, causes of action and damages, including, but not limited to, attorneys’ fees, experts’ fees, litigation expenses, court costs, settlements, judgments, and any other cost, expense, award, fine, or other monetary or non-monetary expense or obligation resulting from any accident, incident or occurrence arising out of, incidental to or in any way resulting from, either directly or indirectly, the use of the Mathis Cabin Premises and all improvements thereon, or my exposure to the conditions of the Mathis Cabin Premises, ***whether or not caused by Mathis Cabin Holdings’ active or passive negligence, gross negligence, strict liability, or other fault.*** Without limiting the foregoing in any way, this paragraph specifically includes, among other things, claims, demands, causes of action and damages for injury or death to me or any third party and damage or destruction of my personal property or the property of any third party. This Release of Liability, Consent for Exposure to Dangerous and Hazardous Conditions, and Assumption of the Risk shall survive the date of My Stay. I hereby further covenant and agree that I, my heirs, successors and assigns will not make any claim or institute any suit or action at law or in equity against Mathis Cabin Holdings or his or her respective agents, representatives, employees, successors, heirs or assigns, ***regardless of any active or passive negligence, gross negligence, strict liability, or other fault of Mathis Cabin Holdings, or by reason of the condition(s) of the Mathis Cabin Premises, whether obvious or latent, natural or man-made.***

Assumption of the Risk: I declare that I have been made aware of *State v. Shumake*, 131 S.W. 3d 66 (Tex. App. – Austin 2003), *affirmed*, 2006 WL 17; 16304 (Tex. 2006) decided by the Texas Supreme Court in 2006. Pursuant to that case, Mathis Cabin Holdings’ failure to warn of an extremely dangerous man-made condition may give rise to a cause of action for gross negligence. I hereby agree and declare that the “Warning of Dangerous Conditions on Mathis Cabin Premises” stated earlier ***serves to warn me of any actual and/or potential dangerous natural or man-made conditions*** that I may reasonably expect to encounter on the Mathis Cabin Premises that may cause serious bodily harm or death or cause damage to or destruction of my personal property.

I hereby state that I am aware of the dangerous conditions, risks and hazards on the Mathis Cabin Premises and that I:

- (1) understand and appreciate the nature and extent of the risks and dangers of being exposed to those and other associated dangerous conditions; and
- (2) voluntarily, expressly and knowingly consent to exposing myself and my personal property to those and other associated dangerous conditions.

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By affixing my signature below, I knowingly and expressly **ASSUME THE RISK** of my exposure to the dangerous conditions, risks and hazards expressed above. This assumption of the risk may be used by Mathis Cabin Holdings as a complete defense, in a court of law or any other proceeding, against any allegations for *active or passive negligence, gross negligence, strict liability, or other fault of Mathis Cabin Holdings, or by reason of the condition(s) of the Mathis Cabin Premises, whether obvious or latent, natural or man-made*, claiming Mathis Cabin Holdings failed to warn me of any dangerous natural or man-made conditions that I may encounter expectedly or unexpectedly on the Mathis Cabin Premises.

The Severability Clause: If any term, provision, covenant, release, assumption or condition of this Release of Liability, Consent for Exposure to Dangerous and Hazardous Conditions, and Assumption of the Risk is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants, releases, assumptions or conditions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Parental, Guardian and Supervisory Responsibility for Minors and Indemnification for Injuries or Deaths: In consideration for allowing any minor to accompany me on the Mathis Cabin Premises, I agree to keep close supervision of any minor in my watch and care at all times. I further agree to DEFEND, INDEMNIFY AND HOLD HARMLESS Mathis Cabin Holdings for all claims stemming from the injury and/or death of any minor in my watch and care regardless of whether such injury or death is caused by my lack of or negligent supervision, and regardless of any active or passive negligence, gross negligence, strict liability, or other fault of Mathis Cabin Holdings, or by reason of the condition(s) of the Mathis Cabin Premises, whether obvious or latent, natural or man-made. As used in this agreement, the terms I, my person, and myself include minors in my care while on the Mathis Cabin Premises.

Choice of Law; Venue; Waiver of Jury Trial: This Release, and any suits, actions, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Release or the actions of such party in the negotiation, administration, performance and enforcement hereof shall be governed by and interpreted and enforced in accordance with the laws of the State of Texas, without giving effect to any choice of law or conflict of laws rules or provisions (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Texas. Further, each party hereto irrevocably submits to the exclusive jurisdiction of the District Court in McLennan County, Texas and of the United States District Court for the Western District of Texas for the purposes of any suit, action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Release or the actions of such party in the negotiation, administration, performance and enforcement hereof and agrees to commence any such action, suit or proceeding only in such courts. Each party irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Release in such courts, and hereby irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum. Each party hereto agrees that a judgment obtained in any of the foregoing courts may be enforced in other jurisdictions by lawsuit on the judgment or in any other manner provided by applicable law. Further, to the extent allowed by applicable law, the parties irrevocably waive the right to trial by jury with respect to any action, claim, suit or proceeding arising out of or relating to this Release and my presence and activities on the Mathis Cabin Premises.

The undersigned Attendee acknowledges and understands the terms, provisions, and conditions of this Release.

Dated: _____.

Attendee's Signature

Attendee's Printed Name

Attendee's Address, Phone, Email:

Phone: (____) ____ - _____

Email: _____

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