

**CONCAN ADVENTURE TRAILS PRIVATE ACCESS WILDERNESS RANCH
LIABILITY WAIVER**

To be completed by all Drivers 16 and older

WAIVER, RELEASE AND INDEMNIFICATION OF CONCAN ADVENTURE TRAILS PRIVATE ACCESS WILDERNESS RANCH (hereinafter "CATPAW Ranch" and/or "Ranch").

For and in consideration of my entry and use of CATPAW Ranch intending to be legally bound, do hereby covenant and agree as follows:

1. I acknowledge that the Ranch consists of Hill Country topography with steep hillsides. The Ranch has many hazards which include but are not limited to loose rock, falling tree branches, thorny plants, poisonous and dangerous plants and animals. I acknowledge the risks inherent in such hazards and further acknowledge the risks inherent in the operation of RV campers, 4x4 vehicles, off-road vehicles, biking, walking, hiking on and about the Ranch. Initial _____

2. I acknowledge and fully understand that I may engage only in off-roading and related activities upon the Ranch and that such activities involve risk of serious injury, including permanent disability and death, and severe social and economic losses which may result not only from my own acts, omissions or negligence but from the acts, omissions and negligence of others, and further acknowledge that there be other risks not known to me or reasonably foreseeable at this time.
Initial _____

3. I assume ALL of the foregoing risks, and all other risks, whether known or unknown, that may be present in my entry upon and use of the Ranch , and accept personal responsibility for the damages or injuries I may sustain to my person or property while upon the Ranch, including permanent disability or death.
Initial _____

4. If my vehicle is damaged, becomes stuck, or is otherwise inoperable, if I ask for assistance from CATPAW Ranch, I authorize CATPAW Ranch operators to render or exercise whatever recovery techniques, procedures or assistance they deem necessary to try and recover my vehicle even if such recovery may further damage or destroy my vehicle. However, notwithstanding anything to the contrary herein, I understand and acknowledge that I am fully and solely responsible for the recovery of my vehicle and in paying for any and all costs associated with the towing or recovery of my vehicle. Initial _____

5. I hereby agree, for myself and for my heirs, executors, administrators, representatives, successors, and assigns, to release, waive, discharge, indemnify and hold harmless Concan Adventure Trails Private Access Wilderness, and their officers, directors, limited and general partners, agents, employees, successors and assigns, from any and all claims, suits, demands, obligations, actions, cause of actions, rights or damages, litigation expenses, attorneys fees, costs and expenses, including but not limited to, claims for personal injury, permanent disability, death or property damage arising from or in any way related to my entry to the Ranch. This waiver and release document and rights, duties and obligations hereunder shall be governed by and interpreted solely in accordance with the laws of Texas and jurisdiction for any claims shall be exclusively in the courts of Uvalde County, Texas. Initial _____

I HAVE READ AND UNDERSTAND THE FOREGOING FULLY AND COMPLETELY AND INDICATE THE SAME BY MY SIGNATURE BELOW AND BY MY INITIALS FOLLOWING EACH PARAGRAPH ABOVE. I, THE UNDERSIGNED, DO HEREBY ACKNOWLEDGE RECEIPT OF A COPY, AND AGREE TO ABIDE BY, THE RULES AND REGULATIONS OF CATPAW RANCH and grants CATPAW Ranch permission to take video and photos of the undersigned and such images may be used by CATPAW for their website and in promotional materials.

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.

UNDER TEXAS LAW (CHAPTER 75A, CIVIL PRACTICE AND REMEDIES CODE), AN AGRITOURISM ENTITY IS NOT LIABLE FOR ANY INJURY TO OR DEATH OF AN AGRITOURISM PARTICIPANT RESULTING FROM AN AGRITOURISM ACTIVITY.

Date ____/____/____

Sign _____

PARTICIPANT'S NAME

FIRST*, MIDDLE AND LAST* NAME

PHONE*

_____/_____/_____
PARTICIPANT'S DATE OF BIRTH*

PARTICIPANT'S SIGNATURE*

PARTICIPANT'S ADDRESS

STREET:*

CITY:*

STATE/PROVINCE:*

ZIP/POSTAL:*

PASSENGERS

NON-DRIVING PASSENGERS

EMAIL ADDRESS

EMAIL*

EMERGENCY CONTACT

FIRST NAME*

LAST NAME*

EMERGENCY CONTACT'S PHONE NUMBER*

DRIVER'S LICENSE / ID CARD

DRIVER'S LICENSE / ID CARD NUMBER*

ISSUING STATE*

VEHICLE INFORMATION

VEHICLE 1 YEAR/MAKE/MODEL/COLOR/LICENSE PLATE NUMBER*

MEDICAL DISCLAIMER

We are not liable for medical conditions that may limit you from participating in these agritourism activities. We strongly advise you to consult your physician prior to visiting and participating in off-road activities.