

AGREEMENT AND RELEASE OF LIABILITY
(INCLUDING CLAIMS FOR FUTURE NEGLIGENCE) rev. 03.06.2024 COVID-19

Dear Guest:

WELCOME TO GHOST APACHE RANCH!!

We are happy to have you visit and participate in the various activities available at the Ranch. However, in order to be able to offer you this experience, we must protect against any and all liability which might be imposed or claimed in the event you or someone else suffers any injury or loss. Please read this Agreement and Release carefully and sign it before starting your visit.

In consideration of being permitted to visit, be a guest at, use or move about the properties known as Ghost Apache Ranch in LaSalle County, Texas, (the "Ranch"), and to engage in any and all activities at such Ranch, the undersigned GUEST acknowledges, appreciates and agrees to the following facts, agreements and releases:

1. The Ranch is a working, operational wildlife ranch. It consists of rough, unmaintained property on which crops are grown and wild livestock are pastured and fed. The crops, livestock, equipment, fences, etc. owned or maintained by the lessees are not to be used, abused or interfered with in any way by GUEST.

2. The condition of the surface and terrain of the Ranch, including specifically the rivers and creeks running through the Ranch, is DANGEROUS. Both the Ranch property itself and the conditions and activities that GUEST may encounter while at the RANCH, are DANGEROUS to humans in too many particulars to mention, but the following are typical of the DANGEROUS conditions:

- a. The land surfaces have frequent HOLES and ROCKS, most of which are hidden from view by the grasses or brush or timber. These holes and rocks, not to mention the creeks, ditches and river that are on the properties, pose a threat of injury to humans walking on the land, to any vehicular travel, and especially to the driving of ATVs, motorbikes, unmotorized bikes or other recreational vehicles on the land.
- b. Barbed wire FENCES run in irregular patterns across portions of the Ranch. It is difficult to see these fences unless a person walks upon them, and it is especially difficult to see the electric, single-strand fences that likewise run in irregular patterns across the Ranches. These two types of fences can cause SERIOUS INJURIES to GUEST unless GUEST only crosses them at a gate or a specific crossing place for the electric wires.

Int. _____

- c. The Ranch has DANGEROUS SNAKES in many places, including such snakes close to or sometimes under cabins, mobile homes, and other structures). Poisonous rattlesnakes are frequently observed in all locations. GUEST is warned to watch for any snake at any place and to avoid getting close to them. In the event of a snakebite, there is no quick way to get to a doctor.
- d. There are numerous types of INSECTS and SPIDERS always present at the Ranch. Some can be DANGEROUS to a Guest's health, particularly to those with allergies, to the very young, and to the elderly. There is no way to avoid these insects and spiders.
- e. The ROADS on the RANCH are simply ranch roads and are largely unmaintained. They have DANGEROUS slopes, curves, rocks, edges and, at sometimes, mud and swampy spots. GUEST will drive any vehicle or recreational vehicle slowly and carefully at all times. GUEST will further not drive any such vehicle closer than 15 feet from the edge of a river or creek. The ground next to the river, creeks, levees, and dams is UNSTABLE and will fall without warning into the river, creek, lake or ditch when any additional weight is added to the soil. The banks of the river's dams, levees are particularly treacherous for falling, and the BANKS are unusually STEEP and next to impossible to climbing out of if a GUEST falls in.
- f. Cattle, horses, buffalo and all WILD ANIMALS can cause SERIOUS INJURIES or DEATH to a GUEST. GUEST will not encounter, approach, run after, tease or in any way encounter such ANIMALS on foot, or from vehicles of any type.
- g. FIREARMS and other WEAPONS are present at the Ranch and used for HUNTING and other recreational activities on the Ranch. These WEAPONS include without limitation SHOTGUNS, RIFLES, PISTOLS, BOWS, ARROWS AND KNIVES. HUNTING occurs frequently on the RANCH and poses a risk of harm to GUESTS whether on not the GUESTS are participating in the HUNTING. The use of Weapons by GUEST or by OTHERS at the Ranch poses a serious risk of INJURY and DEATH to GUEST.
- h. FIREWORKS may also be stored or in use on the RANCH. FIREWORKS pose a risk of SERIOUS INJURY or DEATH.
- i. ATV's and all other recreational vehicles on the RANCHES are INHERENTLY DANGEROUS AT ALL TIMES. Use of such vehicles in the most prudent of manners and in accordance with recognized safety instructions for the use of such vehicles DOES NOT REDUCE THE SERIOUS RISKS OF INJURY OR DEATH when those vehicles are operated anywhere on the Ranch.

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j. In the event GUEST suffers an injury while at the RANCH, there is no quick way to get to a doctor or hospital. There is no regular ambulance service at the RANCH. GUEST should assume that no emergency or professional medical care will be available while GUEST is at the RANCH.

3. In the light of the many DANGERS on the Ranch, including but not limited to those listed above, GUEST acknowledges and appreciates that the risks of DAMAGE, INJURY or partial or total PARALYSIS or DEATH is very significant and is always present. GUEST KNOWINGLY AND FREELY CHOOSES TO ENCOUNTER AND ASSUME ALL SUCH RISKS FOR GUEST, ALL MEMBERS OF GUEST'S FAMILY, AND FOR ALL PROPERTY OF GUEST BROUGHT ON THE RANCH. GUEST acknowledges that no one has made any representation, warranty or inducement to GUEST with regard to the condition of the Ranch or the fitness or suitability of the Ranch for the purposes for which GUEST may use it. The Ranch PERSONS (as defined below in paragraph 5), and their families, employees, lessees, ranch supervisors and ranch-hands have and assume NO DUTY TO WARN GUEST of the DANGERS present on the Ranch. GUEST understands he/she is strictly ON HIS/HER OWN when on the Ranch lands. GUEST WILL IMMEDIATELY REPORT ANY RISK OR HAZARD GUEST OBSERVES OR ENCOUNTERS THAT IS NOT ALREADY DESCRIBED IN THIS AGREEMENT.

4. GUEST will at all times, except when traveling by foot, STAY ON THE RANCH ROADS and WILL NOT TRAVEL ACROSS PASTURES, CROPS OR ANY OTHER PORTIONS OF THE RANCHES IN ANY VEHICLE (INCLUDING ATV'S) WHATSOEVER. GUEST'S permission to be on the Ranch is expressly conditioned on this duty of GUEST to STAY ON RANCH ROAD!

5. In consideration for being allowed to visit and remain on the Ranch and to use the Ranch land, structures, vehicles, equipment, and any other real and personal property which Guest uses during Guest's visit, GUEST, **for himself/herself and all of his/her heirs, assigns, personal representatives, families and next-of-kin (HEREIN CALLED "GUEST"), HEREBY RELEASES, DISCHARGES AND TOTALLY HOLDS HARMLESS THE RANCH PERSONS (defined in paragraph 5), THEIR AGENTS, EMPLOYEES, FAMILIES, LESSEES, RANCH-SUPERVISORS, RANCH-HANDS, AND THEIR HEIRS, ASSIGNS AND PERSONAL REPRESENTATIVES (HEREIN CALLED "RELEASEES") WITH RESPECT TO AND FROM ANY AND ALL CLAIMS FOR LIABILITY (WHETHER CONTRACT OR TORT) FOR INJURY, DAMAGE, DISABILITY, PARALYSIS, DEATH, MENTAL ANGUISH, LOSS OF EARNINGS, COVID-19 RELATED ILLNESS OR ANY OTHER ILLNESS AND ANY LOSS OR DAMAGE TO GUEST'S PERSON OR PROPERTY, arising at any time from GUEST'S use, misuse, travel, or presence on the Ranch or from any equipment, property, weapons vehicles (including ATV's or other recreational vehicles) livestock, horses, or other real or personal property of any kind located on or present at the RANCH.**

- **Such releases and indemnities include, without limitation, GUEST'S EXPRESS AGREEMENT TO SO RELEASE AND INDEMNIFY RELEASEES**

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FROM ALL LIABILITY ARISING FROM THE NEGLIGENCE OF RELEASEES OR THEIR AGENTS, EMPLOYEES OR FAMILY MEMBERS, INCLUDING MINORS.

- **Such releases and indemnities also include, without limitation, GUEST'S EXPRESS AGREEMENT TO SO RELEASE AND INDEMNIFY RELEASEES FROM ALL LIABILITY ARISING FROM THE NEGLIGENCE OF OTHER GUESTS OR THIRD-PARTIES WHO MAY BE PRESENT ON THE RANCH.**
- **Such releases and indemnities also include, without limitation, GUEST'S EXPRESS AGREEMENT TO SO RELEASE AND INDEMNIFY RELEASEES FROM ALL LIABILITY ARISING FROM ANY ACTS OR DAMAGE OR INJURIES OR DEATH CAUSED BY GUEST'S FAMILY, INCLUDING SPECIFICALLY ANY MINOR, AND FROM ANY NEGLIGENCE OR CARELESS ACT OR VIOLATION OF THIS AGREEMENT OF GUEST OR GUEST'S FAMILY, INCLUDING SPECIFICALLY ANY MINOR.**

6. The "RANCH PERSONS" for purposes of this Agreement and Release means includes without limitation each and all of the following whether or not such person, legally or otherwise, owns all or any part of the RANCH or property on the RANCH:

- a) **Ghost Apache Ranch**
- b) **Buckbriar, L.P.**
- c) **Buckbriar Land & Cattle, Inc.**
- d) **Robert G. Brittingham**
- e) **Terri Brittingham**
- f) **Mackenzie L. Brittingham**
- g) **Mclean R. Brittingham**
- h) **Madison Z. Brittingham**
- i) **All Employees, Agents and/or Representatives of Ghost Apache Ranch, Buckbriar, L.P., Buckbriar Land & Cattle, Inc., and/or Robert G. Brittingham.**

7. This is the complete Agreement and Release between RELEASEES and GUEST affecting or concerning the matters and subjects discussed or agreed to herein, and there are NO OTHER AGREEMENTS UNLESS, WRITTEN, BETWEEN RELEASEES AND GUEST. This Agreement and Release is continuing until revoked in writing by GUEST.

8. This Agreement and Release is governed by the laws of the State of Texas. All disputes will be adjudicated in Cotulla, Texas.

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9. Buckbriar, L.P. dba Ghost Apache Ranch cannot assure that I, or anyone with whom I am in contact, will not get sick from COVID-19 or any other illness. I am responsible for taking my own guests health related precautions. I agree to hold Ghost Apache Ranch and its owners harmless from any and all liability or damages or injury or death as result thereof. I agree not to enter the property if I am sick or have any symptoms of any illness. Should I develop any symptoms of illness, I will notify management immediately. This release is binding on my estate and heirs.

Signed and agreed to by the following GUEST on the date indicated:

Guest Signature: _____

Printed Name: _____

Cell: _____ Email: _____

Date: _____

Street: _____

City, State & Zip: _____

State and Driver's License #: _____

Int. _____

**FOR GUESTS OF MINORITY AGE
(UNDER AGE 18 AT TIME OF REGISTRATION)**

This is to certify that I, as **GUEST** with legal responsibility for _____, a **MINOR**, do consent and agree to his/her release as provided above of the **RELEASEES**, and, and for myself, my heirs, assigns, and next-of-kin, I release and agree to indemnify the **RELEASEES**, as provided above, from any and all liabilities incident to such **Minor's** being upon the Ranches as provided above, **EVEN IF ARISING FROM THE NEGLIGENCE OF RELEASEES**, to the fullest extent permitted by law.

If Under 18, **GUEST'S** Signature: _____

Printed Name: _____

Date: _____

GUEST'S Drivers License State and #: _____

Verified by Ranch Representative: _____