

# RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

--- PLEASE READ CAREFULLY BEFORE SIGNING ---

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## DEFINITIONS FOR PURPOSES OF THIS AGREEMENT

- (1) “**Rancher**” shall include, both individually and collectively, **Wolf Caves, LLC, Eppler Farms Inc., Kurt Eppler and Camilla Eppler**, and all of such persons’ and entities’ owners, partners, trustees, officers, directors, shareholders, and other persons with ownership or authority over the Ranch, together with members of their families, and their guides, servants, agents, guests, employees, tenants, heirs, representatives, successors and assigns;
  - (2) “**Ranch**” refers to the real property owned and/or operated by Rancher (or by any of the parties designated as “Rancher” above) to which the undersigned person is permitted access;
  - (3) “**I**,” “**me**,” “**myself**,” and other references in the first person below shall include the person whose name is signed below, together with such person’s guests, invitees, domestic helpers, minor children, legal wards, other persons present on the Ranch at such person’s invitation, and all of their heirs, successors and assigns.
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### Persons Bound

I, the person whose name is signed below, do for myself and/or on behalf of my minor child or legal ward, hereby voluntarily request permission to come upon the Ranch for the purpose of general recreation, camping, participating in general ranch activities, and/or participating as a driver, passenger, or spectator of motor vehicles recreation.

### Bound by Rules

I have read the **Rules & Regulations of Wolf Caves, LLC (“Rules”)** and I agree that I and/or my minor child or legal ward will follow those Rules and be bound by this Agreement.

### Assumption of Dangers, Risks and Hazards

I acknowledge and understand that no warranty, either express or implied, is made by Rancher as to the condition of the Ranch or any of its terrain, roads, buildings, gates or other improvements located thereon. This document is sufficient warning that dangerous conditions, risks and hazards do exist. I understand that my presence and activities on the Ranch expose me, my minor child and/or ward, and my and their property to dangerous conditions, risks and hazards, including but not limited to: poisonous snakes, insects and spiders; predator control traps, guns, poisons and other devices; blinds, towers and tree stands, whether or not erected by Rancher; falling trees and limbs, erosion and general condition of the terrain and vegetation, both on and off trails, roadways and senderos, creating rough, hazardous and dangerous driving, riding and walking conditions; animals, both wild and domestic, that may be diseased and/or potentially dangerous; deep and swift water and floods; persons with firearms, both on and off the Ranch; the activities of other persons on the Ranch; and the use of vehicles and machinery. I acknowledge that Rancher has informed me that ALL water in ponds, streams, wells, or in or around any other place on the Ranch is unfit for human consumption, and that no lifeguards are on duty. I understand that my participation and/or observation of motor vehicle activities on the Ranch expose me, my minor child and/or ward, and my and their property to damages. I understand there may significant or total damage to motor vehicles AND each person is exposed to serious injury, disability, and/or death. I acknowledge that motor vehicles may be subject to vehicle rollovers, falls, wrecks, snapped cables, broken parts, flying objects, rock slides, submersion in water, and mechanical failures.

**I understand all of these risks. I hereby voluntarily and expressly assume all such dangers, risks and hazards on my own behalf and on the behalf of my minor child and/or legal ward.**

**I fully understand and agree that I, alone, am to be responsible for any bodily injury or property damage which I or my minor child or legal ward should sustain on the Ranch and for any time I or my child or legal ward should lose from employment or school or other activity, and for medical expenses or any other expenses incurred because of such bodily injury or property damage.**

### Release of Liability

In acknowledgment of the above risks and in consideration of being allowed to enter the Ranch, I hereby, for myself, my heirs, administrators and assigns, **RELEASE AND AGREE TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS** Rancher (including all the persons and entities defined as “Rancher” above) of and from all claims, demands, actions, causes of action and damages for injuries or death sustained to my person and damages sustained by my property, or to the person or property of my minor child or legal ward, resulting from any accident, incident or occurrence arising out of, incidental to, or in any way resulting from my use of the Ranch and all improvements and equipment thereon, **whether or not such injury, death or property damage resulted from the negligence or gross negligence of Rancher.**

I understand and agree that, in exchange for being permitted entry to the Ranch and to participate in general recreational activities, I am voluntarily assuming the risks of any injury or property damage that might occur for **ANY REASON** and

acknowledge my agreement that I may not bring a lawsuit or a claim of any kind against Rancher for such injuries and/or property damage.

**Indemnity**

If I should bring a claim or lawsuit in violation of this agreement, I agree that I shall be liable to Rancher for any and all reasonable attorneys' fees and expenses that may be incurred by Rancher in defending against such claims. If Rancher is nevertheless finally adjudicated liable to me, or to my guests, invitees, domestic helpers, minor children, legal wards, family members or other persons present on the Ranch at my invitation, for injury, death or damage to any such person or his property, I agree to assume such liability without recourse to Rancher and to indemnify Rancher for any expense Rancher incurs or pays in connection with such claim, including attorney's fees and costs of court as well as the claim itself.

I further agree to indemnify and reimburse Rancher for any injury, death and/or property damage caused to any third person as a result of any action or inaction on my part. This indemnification includes the reasonable cost of attorneys' fees, court costs, and expenses incurred by Rancher in defending against any such suit.

**Reimbursement for Damage To Rancher**

I agree to reimburse Rancher for any injury or damage to Rancher or Rancher's property caused by my action or inaction, whether or not such acts are negligent.

**Joint and Several Obligations**

If I enter the Ranch as part of a larger group not formed by Rancher, I agree that I and all members of the same group shall be jointly and severally obligated and liable for each and every obligation, duty, and liability assigned to me under this Agreement.

**General Provisions**

I understand and agree that this *Release of Liability, Assumption of Risk, and Indemnity Agreement* is being entered into in the State of Texas, and the laws of the State of Texas shall govern its terms and conditions. The parties agree that if any term or condition is found to be invalid under the laws of Texas, such offending term or condition shall be stricken from the agreement without affecting the other terms and conditions. This Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of both Rancher and me, and shall be performable and enforceable in Mason County, Texas, the county in which the Ranch is situated.


This Release of Liability, Assumption of Risk, and Indemnity Agreement is perpetual.

**WARNING**

**TEXAS LAW (CHAPTER 75, CIVIL PRACTICE AND REMEDIES CODE) LIMITS THE LIABILITY OF AN OWNER, LESSEE, OR OCCUPANT OF AGRICULTURAL LAND USED FOR RECREATIONAL PURPOSES.**

**THE ENTRY OF ANY PERSON ONTO THE RANCH WITHOUT SUCH PERSON (OR IN THE CASE OF A MINOR, HIS PARENT OR LEGAL GUARDIAN) HAVING FIRST SIGNED THIS AGREEMENT IS STRICTLY PROHIBITED. SUCH PERSON WILL BE DEEMED A TRESPASSER FOR ALL PURPOSES UNDER LAW.**

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"I HAVE READ, AND I UNDERSTAND AND AGREE TO, ALL OF THE PROVISIONS OF THIS AGREEMENT."

**Write Statement Here**  \_\_\_\_\_

\_\_\_\_\_  
**Signature:** \_\_\_\_\_ **Print Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Driver's License #:** \_\_\_\_\_

**I HEREBY CERTIFY THAT I AM THE LEGAL GUARDIAN OR PARENT OF:**

- 1. \_\_\_\_\_ 3. \_\_\_\_\_
- 2. \_\_\_\_\_ 4. \_\_\_\_\_