

Participant Release Form

The undersigned participant ("Participant"), in consideration for being granted the right to access horseback interaction including ride, trail ride, hike, sports/games, outdoor excursions, grooming, leading or any other ranch activity ("Ranch Activities") conducted on or within the premises at any time or involving the condition or any real or personal property or the operation of any vehicle owned or controlled by any of the Released Parties or involving the act or omission of any of the Released Parties, or to engage in other sporting and recreational activities on or at the properties of Williamson County Parks Department or the Aiello and Parker properties in Burnet and Williamson Counties, Texas (the Ranches), do hereby agree as follows:

1. **Assumption of Risk.** Participant agrees to ASSUME ALL RISKS incidental to the use of the Ranches by Participant, even though such risks may not now be within the reasonable contemplation of the Participant or DIAMOND A EQUINE, LLC or Williamson County Parks Department or the Owners of the Ranches or their employees or agents (collectively, the "Owners"), or of AL & AE, LLC and LFA & ESA, LTD., Diamond A Equine, LLC, Leslie F. Aiello, Ellen Aiello, Darlene Parker, Scott Parker, their members, managers, officers, directors, shareholders and employees. Participant acknowledges that no warranty, either express or implied is made by the Diamond A Equine, LLC or Owners as to the condition of the Ranches, or any improvements located thereon. Participant acknowledges that he or she is not relying on the Owners for any notice of any dangerous conditions on the Ranches, whether or not such conditions may be concealed or latent, or known to the Owners, and that the Owners have no legal duty to disclose such conditions to the Participant.
2. **Release and Indemnification.** In consideration for the right to enter the Ranches, Participant, individually and on behalf of a Participant's next of kin, heirs, executors, administrators, representatives, and assigns, does hereby release, wave, indemnify, covenant not to sue and forever discharge DIAMOND A EQUINE, LLC or Williamson County Parks Department or the Owners of the Ranches or their employees or agents (collectively, the "Owners"), or of AL & AE, LLC and LFA & ESA, LTD., Diamond A Equine, LLC, Leslie F. Aiello, Ellen Aiello, Darlene Parker, Scott Parker, their members, managers, officers, directors, shareholders and employees (collectively, the "Released Parties") from and against any and all claims, demands, actions, causes of action, suits at law or in equity, liabilities, losses, costs and expenses (including without limitation, costs of litigation and reasonable attorney's fees) (collectively "the claims") in anyway resulting from, arising out of, or incidental to, any accident, incident or occurrence, occurring in connection with the use of the Ranches by Participant or any Minor or any Guest of Participant who is not bound and any party who accompanies Participant on the Ranches whether or not caused by negligence or gross negligence of the Owners, Released Parties or any of the other Released Parties. It is expressly agreed that the Owners, and Released Parties are expressly released from any claims arising as a result of Owners and Released Parties failure to notify Participant of any dangerous condition on the Ranches whether or not such a failure may constitute negligence or gross negligence. Participant agrees to protect, indemnify, defend and hold harmless the Released Parties for any claims by third parties in anyway resulting from or arising out of the actions or negligence of the Participant or any Minors or any Guest of Participants who is not bound by a Release, who accompanies Participant on the Ranches. Participant covenants and agrees that Participant, his or her heirs, successors and assigns, will not make any claims or initiate any writ or action at law or in equity against the Owners, Released Parties, or their heirs, personal representatives, successors and assigns.

3. **Damage to Ranch Property.** Participant agrees to reimburse the Owners and Released Parties for any damage to the property of the Owners or of the Released Parties which may be caused by the action of the Participant, or any Minor or Guest of Participant who is not bound by a Release, who accompanies Participant on the Ranches.
4. Participants expressly agree that their Release, waiver and indemnity agreement is contractual and contains the entire agreement between all the parties and is intended to be as broad and inclusive as permitted by the law of Texas. If any portion of the agreement is held invalid, it is agreed the balance shall continue in full legal force and effect. It is also agreed that the terms of this Release shall be construed neither more strongly for or against either party to this agreement.
5. Diamond A Equine, LLC shall have the right to use the Participant's name, likeness, voice, and similar characteristics and all images of participant while on the property owned or operated by Diamond A Equine, LLC for the purpose of advertising, promoting, selling, and otherwise merchandising Diamond A Equine, LLC commercial activities. Diamond A Equine, LLC shall have sole ownership of all rights and photographs, videos, films, audio, images and other technologies made by Diamond A Equine, LLC agents or representatives using participants likeness or voice and similar characteristics at the Ranches and shall be responsible for securing a copyright to protect its interests against infringement. Diamond A Equine, LLC shall have the right to do all of the following with respect to the likeness, voice, and all images: (a) distribute, show, and adapt it or any portion of it for any medium in the United States and or foreign countries; (b) cut, edit, add to, subtract from, arrange, rearrange, and revise any or all of it; and (c) promote it in any manner.
6. **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 risks of injury, death, property damage, and other loss that may result from agritourism activities.

I have carefully read, clearly understand, and voluntarily signed this Participant's Release.

Dated this _____ of _____, 20____.

Participant's Signature

Print Name: _____

Address: _____

