

# **PERMANENT LIABILITY RELEASE OF OUTLIER KL ENTERPRISES, LLC. - dba RED ROCK RANCH**

## **ASSUMPTION OF ALL RISK AND INDEMNITY AGREEMENT**

### **Agreement / Waiver / Release of Liability and Full Assumption of Liability Contract**

#### **RELEASE/WAIVER OF LIABILITY and INDEMNITY**

As a part of the lawful consideration for being permitted by Outlier KL Enterprises, LLC. known as Red Rock Ranch located in Batesville, Texas, Zavala County Texas and the property owner on whose land I am allowed to enter upon and use the facilities and / or equipment, whether for personal, recreational, or business use and while participating in, observing or engaging in any way in the recreational and/or business "Ranch Activities" including but not limited to hunting, shooting activities, special events, retreat activities, swimming, hiking, and use of the facilities. I hereby agree to the following:

HUNTING NOTICE (IF APPLICABLE): I am aware that hunting with firearms/archery, fishing, swimming, snorkeling, partying, alcohol consumption, working, operating of all terrain vehicles, and all other vehicles/equipment and related ranch activities and activities involving firearms and water (collectively referred to under the "Ranch Activities") are dangerous . I hereby acknowledge that I have voluntarily chosen to participate in Ranch Activities with persons I may or may not know. I understand the danger(s) involved and hereby agree to accept any and all risk of injury, death, property loss or damage.

I, the undersigned, do hereby unconditionally RELEASE, DISCHARGE AND AGREE NOT TO ASSERT A CLAIM AGAINST Outlier KL Enterprises, LLC, known as Red Rock Ranch, their officers, owners, agents, individuals, directors, family members, partners, employees, guests, attorneys, insurers, host(s) and the property owners on whose land I am allowed to participate in ranch activities, (collectively referred to as "Releasees") from all claims, demands, and/or causes of action, that I, my heirs, my family members, distributees, guardians, legal representatives, successors or assigns now have, or may in the future have, for any injury (including without limitation, personal injury or death to my person and/or my children) or property damage or property loss resulting from the Ranch Activities, regardless of whether such injuries or damages result from the negligence in whole or in part, or other acts, of myself, Releasees, and/or any other person(s) engaging in the Ranch Activities.

I further agree, that in the event any suit or claim is instituted against Releasees arising in any way from my negligence, the negligence of my guest, or my children, my agents, my employees or any other persons using the facility with or without my permission; I agree to INDEMNIFY AND HOLD HARMLESS Releasees from all liability in connection therewith including, but not limited to, their attorney's fees and costs involved in connection with the defense of any such action. I further agree to assume any and all liability (including all attorney's fees and hospital and medical expenses) incurred for any and all claims which arise during or result from my visit or occupation of Red Rock Ranch, properties or and or participation in Ranch Activities.

I hereby agree to assume any and all liability for and to INDEMNIFY AND HOLD HARMLESS the Releasees for any claims which were caused in whole or in part by their own negligence or their gross negligence. I further expressly agree to assume all of the related expenses (including all attorney's fees

and hospital and medical expenses) arising from Releasees negligence or negligence as it relates to any claim and/or actions that arise during, or result from, my use or occupation of Red Rock Ranch properties and or participation in Ranch Activities.

I hereby assume full responsibility INDEMNIFY AND HOLD HARMLESS Releasees from any loss, liability, bodily injury, property damage or loss, or cost, (including all attorney's fees and hospital and medical expenses) incurred by any Releasee arising out of my, my family members, my minors or my guests participation in Ranch Activities.

I UNDERSTAND THE RELEASE AND INDEMNITY STATED IN THIS AGREEMENT ARE SPECIFICALLY INTENDED TO BE APPLICABLE EVEN IT IS ALLEGED OR PROVED THAT ALL OR SOME OF THE DAMAGES INCURRED WERE CAUSED AS A WHOLE OR IN PART BY ANY ACT, OMISSION, NEGLIGENCE, GROSS NEGLIGENCE, OR ANY OTHER CONDUCT WHATSOEVER OF ANY OF THE RELEASEES.

I hereby attest that I will abide by all Federal, State, County or Red Rock Ranch laws and/or rules and regulations set out for the Ranch hunting activity & taking of game and Ranch Activities. In addition, I understand that I am responsible for all my actions and Red Rock Ranch is not responsible for my actions, the actions of others or for the theft or loss of any kind.

I have carefully read this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement, fully understand its contents. I understand that I have given up substantial rights by signing it, am aware of its legal consequences. I am aware that this is a release of liability and a contract between myself and the releasees and have signed it freely and voluntarily, without inducement, assurance or guarantee being made to me and intend my signature to be a complete and unconditional legal release of all liability to the greatest extent allowed by law.

I further agree that this is a permanent liability release waiver and discharge of me, my heirs, my family members, distributees, guardians, legal representatives, successors or assigns, and indemnity agreement. It shall be considered a continuing release and indemnity agreement, effective for current and all future visits to Red Rock Ranch, properties and leases.

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Signature

Date

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Print name:

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Street Address, City ,State, Zip

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Phone

### **Parents with Minors**

As a parent, guardian or custodian, I am signing this document on behalf of my minor child and agree to be specifically bound to all the terms and conditions of this Agreement. I intend my signature to be a complete and unconditional release of any and all liability to the greatest extent allowed by law and further agree to indemnify and save and hold harmless Releasees.

**Minor Name(s) and Age:**

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