

RELEASE AND INDEMNITY AGREEMENT
TRANQUILITY ACRES — GUNTER



In consideration for the right and privilege for the undersigned guest (“Guest”) to enter upon and participate in outdoor recreation on the following described properties (collectively, the “Property”) owned by Camille Gibson and Nancy Struthers.

Being approximately 75 acres of land located at 493 and 753 Foy Wallace Road, Gunter, Grayson County, Texas;

I acknowledge and understand that no warranty, either express or implied, is made by Owner as to the condition of the Property or any roads, buildings, equipment, gates, lakes, trails or other improvements of the Property. I understand that Sea Doo’s, horses, donkeys, cattle, motorcycles, go-karts, all-terrain vehicles (ATVs), light and heavy construction equipment, recreation, including but not limited to, fishing, hunting, paintball, clay target shooting, guns, machine guns, automatic weapons, archery, horseback riding, petting & dangerous activity and that dangerous conditions do exist and that this document is sufficient warning that there are possible dangerous conditions, risks and hazards involved in all Outdoor/Indoor Recreation on the Property and in the use of the improvements and equipment situated thereon, including, but not limited to: snakes; insects; spiders; hogs; fences, hunting blinds, feeders, creeks, stumps, wash-outs, rocks, corals, troughs, and improvements erected by Owner and others; erosion and general condition of the land both on and off road ways creating rough, hazardous and dangerous driving and walking conditions; animals, both wild and domestic, which may be diseased or potentially dangerous; lakes, streams, creeks or rivers with currents and water that may be deep or flooded; persons with fire arms on and off the Property; and use of vehicles for a purpose for which they are not intended. I assume all these risks and understand that I am exposing both my person and property to these risks, including serious injury or death. I agree to obey all laws, rules and regulations of the State of Texas pertaining to such Outdoor/Indoor recreation.

IN CONSIDERATION FOR THE RIGHT AND PRIVILEGE FOR ME TO ENTER ON THE PROPERTY, I AGREE TO DEFEND AND INDEMNIFY FULLY, HOLD HARMLESS, AND RELEASE FROM ALL LIABILITY CAMILLE GIBSON AND NANCY STRUTHERS (“INDEMNITIES”), FROM AND AGAINST ANY AND ALL CLAIMS, COSTS, DEMANDS, CAUSES OF ACTION, AND DAMAGES INCLUDING, ATTORNEYS FEES, RESULTING FROM ANY ACCIDENT, INCIDENT OR OCCURRENCE ARISING OUT OF INCIDENTAL TO OR RESULTING FROM MY ENTERING UPON AND/OR USE OF THE INDEMNITEE’S NEGLIGENT ACT OR OMISSION AND/OR AN INDEMNITEE’S GROSS NEGLIGENCE. I ALSO WAIVE ANY CLAIM AGAINST INDEMNITEES AND AGREE FOR MYSELF, MY HEIRS, SUCCESSORS AND ASSIGNS, THAT I WILL NOT MAKE A CLAIM OR INSTITUTE ANY SUIT OR ACTION AT LAW OR IN EQUITY AGAINST INDEMNITIES.

I HAVE READ AND VOLUNTARILY SIGNED THIS AGREEMENT AND ACKNOWLEDGE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS HAVE BEEN MADE. I UNDERSTAND THAT THIS AGREEMENT IS A RELEASE OF ALL CLAIMS. I UNDERSTAND AND ASSUME ALL RISKS INHERENT IN BEING INVOLVED IN OUTDOOR RECREATION ON THE PROPERTY. I UNDERSTAND THAT I AM AGREEING TO INDEMNIFY INDEMNITEES FOR ANY AND ALL CLAIMS AND DEMANDS AS SET FORTH HEREIN.

IF ANY GUEST IS A MINOR, THE UNDERSIGNED AGREES FOR HIMSELF AND THE MINOR TO BE RESPONSIBLE FOR THE CONDUCT, ACTIONS OR OMISSIONS OF THE MINOR AND THE MINOR’S COMPLIANCE WITH THE TERMS OF THIS AGREEMENT.

DATED AND SIGNED effective as of the _____ day of _____, 20 ____.

SIGNATURE: _____

PRINTED NAME: _____