

**RELEASE OF LIABILITY AND ACKNOWLEDGEMENT AND ACCEPTANCE OF DANGERS, RISKS, AND HAZARDS OF THE GUEST RANCH EXPERIENCE.**

This Release of Liability and Acknowledgement and Acceptance of Dangers, Risks, and Hazards of the Guest Ranch Experience is a release, assumption of risk and indemnity contract made between the undersigned and the owners of the land commonly known as 7D ude Ranch and the 7D Guest Ranch located in Grimes County, Texas (the "Ranch").

**PARTIES:** Hosts are 7D ude Ranch, LLC, 7-D Investment, LP and Debault Livestock Co., its members, managers, lessors, officers, employees and agents, hereinafter referred to as "Host". Host is an Equine Profession and a Farm Animal Professional. Guest is the person whose name appears below, and any minors or dependents accompanying that person Guest is a participant.

**CONSIDERATION:** The use of the Ranch by Guest.

**TERMS:** (1) Guest acknowledges and understand that no warranty, either or express or implied, is made by the Host as to the safety of the guest ranch experience. This document is sufficient warning that dangerous conditions, risks and hazards do exist. Guest's presence and activities on or about the Ranch expose both Guest and Guest's property to dangerous conditions, risks, and hazards, including but not limited to: rough terrain, ditches, sharp rocks, animals, including biting and kicking horses and cattle, both wild and domestic that may be dangerous; Guests have been known to be injured when bitten by, stepped on, butted, sting, gored, and/or hooked by animals or insects, including cattle and/or horses; the general condition of the Ranch, and the use of vehicles. Guests hereby expressly assumes all such dangers, risks, and hazards.

(2) **Horseback Riding.** In consideration of the fact that horseback riding is a recreational and non-essential activity, Guest agrees to the following: Guest fully understand that horseback riding is an active sport requiring basic skill and that both the experiences and occasional rider take on a risk of accident and injury every time he or she approaches, mounts or rides a horse, alone or in tandem with another rider. Guest knows that horse related accidents can result in broken bones, disfigurement, disability and death. Guest has been advised and understands the nature of the risk is such that Guest cannot be insured except at excessive cost by anyone other than the rider. Neither the Host nor any other related party carries liability insurance to cover riding accidents.

(3) **Hunting.** In consideration of the fact that hunting is a recreational and non-essential activity, Guest agrees to the following: Guest fully understand that hunting is an active sport requiring basic skill and that both the experiences and occasional hunter take on a risk of accident and injury every time he or she hunts alone or in tandem with another person(s). Guest knows that hunting related accidents can result in broken bones, disfigurement, disability and death. Guest has been advised and understands the nature of the risk is such that Guest cannot be insured except at excessive cost by anyone other than the hunter. Neither the Host nor any other related party carries liability insurance to cover hunting accidents. Furthermore, the Guest recognizes and voluntarily assumes the risk associated with participation in hunting **and agrees to indemnify, hold harmless and release** any company, agent, employee, supplier or sponsor associated with 7-D Investment, LP, 7D ude Ranch, LLC, Debault Livestock Co. and Fred Keith Debault from and against any and all actions, claims, costs, damages, and court costs, including attorney fees, arising from or in any way associated with or attributed to participant's participation in this activity or the use of any facility, equipment, or motor vehicle which may be used in furtherance of this activity. Also, legal, moral or financial responsibility for any eventuality, including but not limited to personal injury, death, anu/or loss or damage to personal possessions. The guest understands that the activity he or she is undertaking as well as the use of any equipment, is inherently dangerous. The guest recognizes that he or she is not obligated to follow the recommendations of 7-D Investment, LP, 7D ude Ranch, LLC, Debault Livestock Co., Fred Keith Debault, or staff of 7-D Investment, LP, 7D ude Ranch, LLC, Debault Livestock Co.- however the guest acknowledges that it is in his or her best interest to do so. Additionally, each hunter will complete the Hunters Addendum to this Agreement.

**WARNING: UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE) A FARM ANIMAL PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN FARM ANIMAL ACTIVITIES RESULTING FROM THE INHERENT RISKS OF FARM ANIMAL ACTIVITES.**

**WARNING: UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE) AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.**

(4) Guest realizes that there are natural and man-made hazards associated with the guest ranch experience, including but not limited to horseback riding, herding cattle and hunting, and Guest assumes all risks in connection with such hazards. Guest realizes that slippery shower stalls, cement swimming pools, hot stoves, water bays, ponds, and streams with currents and water that may be deep or flood, hazardous driving and walking conditions, uneven terrain, the presence of wild, domestic, poisonous, or diseased animals, firearms and/or other natural and man-made hazards are associated with the guest ranch experience. Guest agrees and understand that Host assumes no liability for the safety of the person or property of Guest or Guest's servants, guest(s), agents, or employees.

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(5) For the consideration, Guest agrees to release and hereby does release Host from any liability for damages or injury to the person and/or property of Guest or Guest's servants, guest(s), agents, or employees occurring on or about the Ranch. Cumulative of the foregoing, Guest agrees to **INDEMNIFY AND HOLD HOST HARMLESS FROM ANY AND ALL ACTIONS OF CAUSES OF ACTION, CLAIMS, FRMANDS, LIABILITY, LOSS, DAMAGE. INJURY, COST OR EXPENSE IN CONNECTION THEREWITH, FOR DAMAGES OR INJURY, DEATH, COST OR EXPENSE OF WHATEVER KIND OR NATURE, INCLUDING THE COSTS OF LITIGATION, ATTORNEY'S FEES AN REASONABLE EXPRENSSES IN CONNECTION THEREWITH, FOR DAMAGES OR INJURY TO THE PERSON AND/OR PROPERTY OF GUEST OR GUEST'S SERVANTS, GUEST(S), AGENTS OR EMPLOYEES OCCURING ON OR ABOUT THE RANCH, WHETHER OR NOT SUCH ACTION CLAIM, DEMAND, LOSS, INJURY OR DAMAGE CLAIM SHALL BE VALID OR GROUNDLESS.** The term "injury" as used herein also covers death; and the release and indemnification provision of this paragraph is binding upon the successor and assigns the estate of Guest. In addition to other matters covered hereby, the release and indemnification provision of the paragraph also covers all claims for wrongful death under the Texas Civil Practice and Remedies Code. Should Host, or anyone acting on its behalf, be required to incur attorney's fees and costs to enforce this agreement, Guest agrees to indemnify and reimburse them for such fees and costs.

**(6) GUEST EXPRESSLY CONFIRMS THAT IT IS GUEST'S INTENT THAT ALL INDEMNITY OBLIGATIONS AND LIABILITIES ASSUMED BY GUEST UNDER THE TERMS HEREOF SHALL BE WITHOUT MONETARY LIMIT AND THAT BY EXECUTING THIS AGREEMENT, GUEST EXPRESSLY AGREES TO RELEASE AND INDEMNIFY HOST FROM AND AGAINST THE CONSEQUENCES OF HOST'S OWN NEGLIGENCE (WHETHER SUCH NEGLIGENCE IS ACTIVE OR PASSIVE, ORDINARY OR GROSS, AND WHETHER SUCH NEGLIGENCE IS SOLE PROXIMATE CAUSE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH THE NEGLIGENCE OF GUEST OR OTHERS) RESULTING IN THE DAMAHES OF INUR TO THE PERSON AND/OR PROPERTY OF GUEST OR GUEST'S SERVANTS, GUESTS, AGENTS OR EMPLOYEES.**

(7) The guest understand that a photocopy of this authorization is as valid as the original. The Guest certifies that I have no physical or mental impairment, illness, or defect either latent or patent, that either precludes him or her from or increases the risks to the Guest in participation of any of the activities described herein, that Guest does not require any special attention and is capable of full participation of those activities. The guest has carefully read this release of liability and fully understands its contents. The Guest is aware that this is a release of liability and a contract between Guest and 7-D Investment, LP, 7D ude Ranch, LLC, Debault Livestock Co. and Fred Keith Debault and signs it of his or her own free will. (If participant is a minor) the undersigned parent/legal guardian signs this release on behalf of the minor(s) listed above. The Guest (patent/guardian is responsible for the actions of the minor(s)) will not and does not hold 7-D Investment, LP, 7D ude Ranch, LLC, Debault Livestock Co. Or Fred Keith Debault or the staff of 7-D Investment, LP, 7D ude Ranch, LLC, Debault Livestock Co. responsible in any circumstance.

(8) Guest hereby further covenants and agrees that Guest, Guest's heirs, successors and assigns will not make any claim or institute any suit or action at law or in equity against the Host or Host's respective heirs, agents, representatives, employees, successors or assigns.

(9) The provisions, covenants, conditions, and indemnities contained in this Release shall survive the term of the Guest's stay at the Ranch. This Agreement is fully performable in Grimes County, Texas.

In signing this Agreement, I represent and warrant that (a) I have had ample time and opportunity to read this Agreement and have done so; (b) I understand and voluntarily agree to each term of the Agreement; (c) I have the authority to sign this Agreement for each person listed below; (d) I am under no duress or requirement to sign this Agreement; (e) no representations or statements have been made to me about the safety of riding and/or the guest ranch experience, including the quality of suitability of the horses and equipment, or any other matter concerning riding and related activities including trails or guides; (f) I have not been induced to sign this Agreement by the statement or conduct of any person; (g) I have the mental competency to understand and enter into this Agreement.

I am also executing this Agreement on behalf of the minors listed hereinafter; \_\_\_\_\_

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Dated and Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

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Host

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Guest's Signature

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Guest's Signature

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