RELEASE OF LIABILITY AND ACKNOWLEDGMENT AND ACCEPTANCE OF DANGERS, RISKS AND HAZARDS AS CONDITION FOR ENTRY

PARTIES: The "Host" is X Bar Ranch Ltd. (d/b/a X Bar Ranch), its shareholders, lessors, officers, employees and agents. The "Guest" is the person or persons, whose name or names appears below, and any minors or dependents accompanying that person or persons.

RANCH (also referred to as the PREMISES): The land and the improvements situated on the X Bar Ranch and/or Moore's Ranch in Schleicher and Crockett Counties, Texas.

TERMS:

(1) **ACKNOWLEGMENT, ACCEPTANCE AND ASSUMPTION OF RISKS:** Guest acknowledges and understands that the Host makes no warranties, either expressed or implied, as to the safety of the Premises occupied and/or used by the Guest. This document provides and imparts sufficient warning that dangerous conditions, risks and hazards exist on the Ranch. Guest's presence and activities on the premises expose both Guest and Guest's property to dangerous conditions, risks and hazards, including but not limited to: poisonous snakes, insects and spiders; hunting blinds and tree stands, whether or not erected by owner; ditches, erosion and general condition of the land, both on and off 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 water; sharp rocks; persons with firearms both on or off the Premises; and the use of vehicles. Guest specifically acknowledges that horses and other domesticated animals, including cattle, and activities related with them are inherently dangerous and can create conditions, risks and hazards for personal injuries. The Guest acknowledges, accepts and assumes all such dangerous, risky and hazardous conditions in exchange for the right of entry..

(2) RELEASE OF LIABILITY AND INDEMNIFICATION: Guest realizes there are both natural and man-made risks and hazards associated with being on the Ranch. The man-made hazards associated the Ranch experience includes such things as slippery shower stalls and swimming pool facilities, and hot stoves. Guest agrees and understands that Host assumes no liability for the Guest's safety when he or she is exposed to hazardous conditions, whether natural or man-made. Guest agrees to release and hold the Host harmless from any liability for personal injuries or property damage sustained while on the Ranch. Cumulative of the foregoing, Guest agrees to indemnify and hold Host harmless from any and all actions or causes of action, claims, demands, liabilities, losses, damages, injuries, costs or expenses of whatever kind or nature, including cost of litigation, attorneys' fees and reasonable expenses in connection therewith, for injury to Guest and/or for damage to or loss of the Guest's property while on the Ranch, whether or not such action, claim, demand, loss, injury or damage claim shall be valid or groundless, and whether or not it was caused by the Host's negligent or grossly negligent conduct. The term "injury" as used herein also covers death. The release and indemnification provisions of this paragraph are binding upon the Guests, his or her heirs, successors and assigns and the estate. The release and indemnification provision of this paragraph covers all claims for wrongful death under the Texas Civil Practice and Remedies Code.

(3) UNLIMITED RELEASE AND INDEMNIFICATION: The Guest's releases and indemnity obligations extended hereby and

the liabilities assumed herein by this Agreement shall be without monetary limits. Also, by executing this Agreement, the Guest expressly agrees to release and indemnify Host from and against the consequences of Host's conduct, whether or not the conduct is negligent or grossly negligent, whether or not the negligence is active or passive, and whether such negligence is the sole cause or a proximate cause occurring jointly and concurrently with the Guest or with others. Guest further covenants and agrees that Guest shall 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.

(4) VENUE FOR AGREEMENT: This agreement is performable in Schleicher County, Texas.

(5) DURATION OF AGREEMENT: The provisions, covenants, conditions and indemnities contained in this Release shall survive the term of Guest's stay at the X Bar Ranch.

By signing this Agreement, I represent and warrant that (a) I have had ample opportunity to read this Agreement and have done so; (b) I fully 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) I have not been induced to sign this Agreement by the statement or conduct of the Host; and (g) I have the mental competency to understand and enter into this Agreement.

Dated and signed this _____ day of _____, 20__.

X BAR RANCH, LTD.

By: _____
Agent for Host

_____ _____ _____
Guest Signature (sign here) Printed Name Date

_____ _____ _____
Guest Signature (sign here) Printed Name Date

I am also executing this Agreement on behalf of the minors listed:

_____ _____
Minor's Name Age

_____ _____ _____ _____
Minor's Name Age Minor's Name Age

RELEASE OF MATERIAL FOR PROMOTIONAL PURPOSES: I understand that X Bar Ranch uses promotional material to attract Guests. While I am on the Ranch, the Host may take photographs or acquire written evidence of my presence and my activities through such things as guest book entries and ledgers. After I leave the Ranch, I may send letters, emails or other documentation expressing the satisfaction of my Ranch experience. By affixing my signature below, I hereby agree that X Bar Ranch may use any photographs and written material acquired during my stay or after I leave the Ranch for promotional and/or commercial purposes. This approval extends to third parties with whom X Bar Ranch may partner for joint marketing efforts, and X Bar agrees to not share personal identity information including name, address, telephone, nor email address.

_____ _____ _____
Guest Signature (sign here) Printed Name Date