

WAIVER LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK AND AGRITOURISM AGREEMENT

THIS IS A LEGALLY BINDING RELEASE, WAIVER AND INDEMNIFICATION OF LIABILITY, AND EXPRESSES ASSUMPTION OF RISK AND AGRITOURISM AGREEMENT (“Waiver”). Please read it carefully, fill in all blanks and place your initials before each paragraph prior to signing.

- ___ 1. I, _____, (undersigned) hereby affirm that I have read this Waiver in its entirety. My signature below and by my initialing each paragraph, I agree to each and every term and condition of this Waiver.

- ___ 2. I am aware and am thoroughly informed of the inherent risks and hazards of rock climbing, bouldering, rappelling, camping, hiking, hunting, fishing, trapping, birding, bicycle riding, swimming, boating, archeological activities, ranching activities, horseback riding and all other recreational activities at the Continental Ranch in Val Verde County, Texas (“Ranch”). I AM ALSO AWARE OF THE POSSIBILITY OF ENCOUNTERING BOTH ILLEGAL IMMIGRANTS AND OR TRESPASSERS. I UNDERSTAND THAT THERE ARE DANGERS AND RISKS INHERENT IN THESE ACTIVITIES, INCLUDING RISKS OF SERIOUS PERSONAL INJURIES, PARALYSIS AND DEATH. I understand that the risks and hazards of these activities include, but are not limited to: being hit or crushed by falling rocks, equipment, climbers or other debris; head injuries; sprained or broken bones; drowning; improper use or function of fire arms and other weaponry; poisonous snakes, plants and/or animals; dehydration; hypothermia; injury due to the negligence of myself and/or others; failure of fixed bolts, pitons or climbing equipment; falling onto improperly placed and/or fault protection; improperly tied knots or buckled harnesses; and improper rope, belay or jumar technique. I understand that the aforementioned hazards and risks are described by way of example only, and that there are numerous other hazards and risks inherent in rock climbing, bouldering, rappelling, camping, hiking, hunting, fishing, trapping, birding, bicycle riding, swimming, boating, archeological activities, and all other recreational activities at the Ranch. I also understand that any of the injuries described above are not limited to the foregoing activities, but may also occur walking, hiking, or otherwise traversing on any of the trails or roads at the Ranch.

THE RANCH AND OWNERS WILL NOT BE HELD RESPONSIBLE FOR THE MAINTENANCE OF CLIMBING HARDWARE, ROUTES, TRAILS, OR OTHER ACTIVITIES THAT ARE LISTED ABOVE.

____ 2a. I understand that, prior to the execution of climbing agreements, other climbers and groups of climbers installed all the bolts, climbing hardware and trails to climbing sites that make up the climbing routes. I understand that the Continental Ranch “Owners” never inspected, planned, installed, approved, or maintained any of these installations and trails and its guides and representatives are solely responsible for inspecting, determining the integrity and safety (or lack thereof) of all trails, bolts, anchors, and any other hardware installations that the guide service and its clients rely on for their climbing activities on the Continental Ranch. I assume all of the risk associated with its and its clients’ use of any trails, bolts, anchors, and any other fixed hardware found on the ranch (including any installations of equipment, towers, poles, ladders, wires, and other installations or improvements found on the Continental Ranch).

- ___ 3. I also understand that there are natural and manmade hazards on the Ranch, and I assume all risks in connection with such hazards. The inherent dangers and risks involved in engaging in activities on a ranch containing many acres (approximately 29,000) include all types of native and non-native wildlife, stock animals, potentially harsh weather and geophysical conditions, terrain of all types, stable and unstable, surface and subsurface conditions, all waters, moving or not, both above and below ground, the presence of others who also may be engaging in activities on the Ranch, employees and non-employees, authorized and non-authorized personnel, acting singly, in groups, motorized and not, and the continual activities, with and without motorized equipment that transpire on ranches containing many acres, people and animals, domesticated and not, native and non-native, whether in employment or in recreational pursuits, including, but not limited to, walking, hiking, rock climbing, mountain biking, picnicking, hunting, fishing, trapping, camping, swimming, boating and all other ranching, social, recreational, commercial, archaeological and scientific activities.
- ___ 4. I further agree and understand that the Ranch and its owners assume no liability for damages or injury to the person or property of Undersigned occurring on the Ranch, whether allegedly negligent or intentional. I understand that the Ranch owners or their representatives may need to respond to accidents and potential emergency situations. Therefore, I hereby give my consent for any medical treatment that may be required during my entrance onto and use of the Ranch with the understanding that the cost of any such treatment will be my responsibility.
- ___ 5. I understand that the camping areas, roads, hiking trails and the bolts, pitons and fixed climbing protection on climbing routes ARE NOT MAINTAINED. I understand that there are hidden or obvious, natural or unnatural, DANGEROUS conditions at the Ranch, and I understand and agree that the Ranch and its owners have NO DUTY TO INFORM ME OF THESE CONDITIONS.
- ___ 6. IN CONSIDERATION FOR BEING ALLOWED TO ENTER THE RANCH and use it for recreational purposes, including, but not limited to, rock climbing, rappelling, hiking, camping, fishing, hunting, trapping, birding, kayaking, horseback riding, bicycle riding, and archaeology:
- ___ a. I, ON BEHALF OF MYSELF, MY FAMILY, HEIRS, SUCCESSORS, ASSIGNS, AND ANYONE CLAIMING ANY INTEREST THROUGH ME, OR ON MY BEHALF, HEREBY EXPRESSLY, KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY WAIVE, RELEASE, INDEMNIFY, AND AGREE TO HOLD HARMLESS HOWARD HUNT, HOWARD HUNT JR, HEATHER HUNT GIBBS, CONTINENTAL RANCH PECOS RIVER LAND LLC, MARTIN FAMILY CONTINENTAL RANCH II LTD, CONTINENTAL RANCH II LLC, MARILYN M. HUNT TRUST/HOWARD HUNT TTEE, CONTINENTAL RANCH PECOS RIVER EXPEDITIONS LLC, CRH PROPERTIES LLC, THEIR FAMILY MEMBERS, EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, ADVISORS, AND OFFICERS, AS WELL AS ANY OTHER RANCH OWNERS, AND THEIR FAMILY MEMBERS, EMPLOYEES, AGENTS, REPRESENTATIVES, ADVISORS, AND OFFICERS, OR ALL PERSONS OR ENTITIES WITH A PROPERTY INTEREST, VESTED OR UNVESTED, IN THE RANCH, ALL PERSONS WHO HAVE ESTABLISHED CLIMBING ROUTES OR PRE-PLACED CLIMBING PROTECTION OR OTHER TRAILS, AND OTHER USERS (COLLECTIVELY REFERRED TO AS THE “RELEASED PARTIES”), FROM ANY AND ALL ACTIONS, SUITS, CLAIMS, DAMAGES, AND LIABILITY (INCLUDING ATTORNEY FEES AND COSTS), THAT I, MY FAMILY, HEIRS, SUCCESSORS, ASSIGNS, AND ANYONE CLAIMING ANY INTEREST THROUGH ME, MAY HAVE FOR ANY DAMAGE, INJURY, PARALYSIS, LOSS, OR DEATH TO MYSELF OR ANY OTHER PERSON OR PROPERTY ARISING OUT OF MY ENTRANCE ONTO AND USE OF THE RANCH OR RANCH PROPERTY, WHETHER SUCH DAMAGE,

INJURY, PARALYSIS, LOSS, OR DEATH RESULTS FROM NEGLIGENCE OF ANY OF THE RELEASED PARTIES OR FROM SOME OTHER CAUSE, INCLUDING, WITHOUT LIMITATION, ALL CLAIMS RELATING TO ADMINISTERED MEDICAL TREATMENT AND FOR WRONGFUL DEATH UNDER SECTION 71.001 ET SEQ. OF THE TEXAS CIVIL PRACTICE AND REMEDIES CODE.

- ___ b. I UNDERSTAND AND AGREE THAT NONE OF THE RELEASED PARTIES MAY BE HELD LIABLE OR RESPONSIBLE IN ANY WAY TO ME OR MY FAMILY, HEIRS, SUCCESSORS, ASSIGNS, OR ANYONE CLAIMING ANY INTEREST THROUGH ME, FOR ANY INJURY, DEATH, OR OTHER DAMAGES THAT MAY OCCUR AS A RESULT OF MY ENTRANCE ONTO OR USE OF THE RANCH OR AS A RESULT OF THE NEGLIGENCE OF ANY PARTICIPANT OR PARTY, INCLUDING THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE. I UNDERSTAND AND EXPLICITLY AGREE THAT NEITHER MY FAMILY, HEIRS, SUCCESSORS, ASSIGNS, OR ANYONE CLAIMING AN INTEREST THROUGH ME, WILL BRING ANY LEGAL ACTION WHATSOEVER AGAINST ANY OF THE RELEASED PARTIES AS A RESULT OF SUCH DAMAGE, INJURY, PARALYSIS, LOSS, OR DEATH TO MYSELF OR ANY OTHER PERSON OR PROPERTY THAT ARISES OUT OF MY ENTRANCE ONTO OR USE OF THE RANCH OR AS A RESULT OF THE NEGLIGENCE OF ANY PARTICIPANT OR PARTY, INCLUDING THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.
- ___ c. I hereby personally assume all risks, whether foreseen or unforeseen, in connection with my entrance onto or use of the Ranch, for any harm, injury, including paralysis or death, that may befall me or my property while I am on the Ranch, including the risk of negligence of any party or participant, including the Released Parties.
- ___ d. I hereby agree to PROTECT, HOLD HARMLESS AND INDEMNIFY the Released Parties for any and all damages and costs they incur, including attorney fees and costs, from any claims, suits, or actions brought or threatened against any of the Released Parties by anyone claiming to have been injured as a result of any injury or death, to me or my property arising out of my entrance onto or use of the Ranch.
- ___ 7. By signing this Waiver, it is my intent to release, waive, and indemnify all of the Released Parties from liability connected with my entrance onto and use of the Ranch (including, but not limited to, the negligence of the Released Parties, whether passive or active), and to personally assume all risk of injury, death, or property damage.
- ___ 8. I understand that the terms herein are contractual and not a mere recital, and that I have willingly signed this Waiver voluntarily and of my own free act for the consideration expressed herein. If any part of this Waiver is held unenforceable, such part shall be stricken and the remainder of this Waiver shall continue to be in full force and effect.
- ___ 9. I further state and represent that I am eighteen (18) years of age or older and am otherwise competent to execute this Waiver, or that my parent or legal guardian is also consenting by signing below.
- ___ 10. I have read and understood this waiver, liability release and express assumption of risk, and sign this Waiver on behalf of myself and my heirs.

Signature: _____

Date: _____

Print Name: _____

Date of Birth: _____

Address: _____

Telephone: _____

Email: _____

I agree to all of the above on behalf of myself, my spouse, my children, our heirs, successors, and assigns.

Signature of Parent or Legal Guardian (if under 18 years of age):

Child name: _____ DOB: _____

Child name: _____ DOB: _____

Child name: _____ DOB: _____

Parent Signature: _____

Parent Printed Name: _____

Witness Signature: _____

AGRITOURISM AGREEMENT

“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 RISK OF INJURY, DEATH, PROPERTY DAMAGE, AND OTHER LOSS THAT MAY RESULT FROM AGRITOURISM ACTIVITIES.”
Texas Civ. Practice & Remedies Code 75A.004 Added by Acts 2015, 84th Leg., R.S., Ch. 1152 (S.B. 610), Sec. 1, eff. June 19, 2015

Signature: _____

Print Name: _____

Address: _____

Email: _____

Phone Number: _____

Date: _____

(if under the age of 18 years)

Child name: _____ DOB: _____

Child name: _____ DOB: _____

Child name: _____ DOB: _____

Child name: _____ DOB: _____