

BAR 17 RANCH & ARENA

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

1. In consideration for my participation in all activities engaged in during my visit to Bar 17 Ranch & Arena and surrounding areas, I hereby release, waive, discharge and covenant not to sue Jack D. Linder, his family members, heirs, assigns, agents and employees (collectively referred to as "Releases") from any and all liability, claims, demands actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me or my family members, or to any property belonging to me, while participating in such activity.
2. To the best of my knowledge, I am not aware of any physical disability or health-related reasons or problems which would preclude or restrict me or my family member's participation in this activity. I am fully aware of risks and hazards connected with the activities at Bar 17 Ranch & Arena and I hereby elect to voluntarily participate in said activity, knowing that the activity may be hazardous to me, my family members and my property. I voluntarily assume full responsibility for any risks of loss, property damage, or personal injury, including death, that may be sustained by me or my family members, or any loss or damage to property owned by me, as a result of being engaged in such activities.
3. Me and my family members have adequate health insurance necessary to provide for and pay any medical costs that may directly or indirectly result from our participation in the activities. I agree to indemnify and hold harmless Releases from any loss, liability, damages, costs, including court costs, attorneys' fees, and ambulance costs that may be incurred, due to my participation in said activities. In case of emergency, I give permission for emergency medical treatment.
4. It is my express intent that this Release and Hold Harmless Agreement shall bind my family, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a release, waiver, discharge and covenant not to sue Releases. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Texas.
5. I acknowledge and agree that activities at the Ranch and Arena Facility and surrounding areas are inherently dangerous and that serious injury or death can result from entry to the Arena Facility, adjacent facilities and/or participation in any recreational activities at the Ranch and/or the Arena Facility.

WARNING

UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), A FARM ANIMAL PROFESSIONAL OR FARM OWNER OR LESSEE IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN FARM ANIMAL ACTIVITIES, INCLUDING AN EMPLOYEE OR INDEPENDENT CONTRACTOR, RESULTING FROM THE INHERENT RISKS OF FARM ANIMAL ACTIVITIES.

WARNING: Sec. 87.003. LIMITATION ON LIABILITY. Except as provided by Section 87.004, all persons, including a farm animal activity sponsor, farm animal professional, farm owner or lessee, livestock producer, livestock show participant, or livestock show sponsor, are not liable for property damage or damages arising from the personal injury or death of a participant in a farm animal activity or livestock show if the property damage, injury, or death results from the dangers or conditions that are an inherent risk of a farm animal, a farm animal activity, the showing of an animal on a competitive basis in a livestock show, or the raising or handling of livestock on a farm, including:

- (1) the propensity of a farm animal or livestock animal to behave in ways that may result in personal injury or death to a person on the animal, handling the animal, or otherwise around the animal;

- (2) the unpredictability of a farm animal's or livestock animal's reaction to sound, a sudden movement, or an unfamiliar object, person, or other animal;
- (3) with respect to farm animal activities involving equine animals, certain land conditions and hazards, including surface and subsurface conditions;
- (4) a collision with another animal or an object; or
- (5) the potential of a participant to act in a negligent manner that may contribute to injury to the participant or another, including failing to maintain control over a farm animal or livestock animal or not acting within the participant's ability.

UNDER TEXAS LAW (TEX. CIVIL PRAC. & REM. CODE CHAPTER 75A) 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.

In signing this release, I acknowledge and represent that I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily, no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by the same. I agree that this waiver will remain in force for the full calendar year in which I sign it, and therefore can apply to multiple events throughout the year, ending Dec. 31st on each year. This wavier must be signed each calendar year.

Name of Participant: _____

Signature of Participant: _____ **Date:** _____

Parent/Guardian Signature: _____ **Date:** _____
 (Must be signed by parent/guardian if participant is under 18 years old)

Address: _____

Phone: _____ **E-mail:** _____

Emergency Contact:

Name: _____ **Phone Number:** _____