



Trees Ranch Offroad Adventure Waiver and Release

THIS IS A WAIVER OF RIGHTS AND AN AGREEMENT NOT TO SUE. YOU ARE GIVING UP LEGAL RIGHTS BY SIGNING THIS DOCUMENT. THE EXECUTION OF THIS DOCUMENT IS A CONDITION TO ENTERING UPON THAT REAL PROPERTY COMMONLY KNOWN AS THE ROLAND TREES RANCH (HEREINAFTER, THE 'RANCH') AND PARTICIPATING IN ANY CONCHO 4 WHEELERS (HEREINAFTER 'C4W') ACTIVITIES.

- 1. The undersigned hereby acknowledges that C4W activities and all events and activities associated with C4W ant the use, occupancy, and entry upon the RANCH (hereinafter, collectively, 'ACTIVITIES') are dangerous activities and that taking part in the ACTIVITIES as a participant, invitee, individual contractor or volunteer or parent or legal guardian of such person (collectively, 'PARTICIPANT'), exposes the participant to substantial and serious risk of property damage, personal injury and/or death.
2. PARTICIPANT represents that he or she has inspected the RANCH and accepts entry thereon in its present condition. PARTICIPANT further acknowledges that participation in the activities may involve a hazard and hereby agrees to assume such risk. PARTICIPANT further agrees that the RELEASEES as defined in paragraph 3 hereof have no obligation to repair or maintain the RANCH or any part thereof and shall have no liability for any injury resulting from RELEASEES failure to repair or maintain the RANCH.
3. Being fully aware that participation in the activities will expose PARCIPANT to substantial and serious risk of property damage and/or personal injury or death and in consideration of having been given permission to enter upon the RANCH and participate in the ACTIVITIES, PARTICIPANT hereby releases, acquits, and forever discharges Roland Trees Ranch, it owner(s), Kenneth Wright, Bob Koester, Michael Thompson, and their respective spouses, employees, heirs, successors, assigns, representatives, and agents (hereinafter, collectively 'RELEASEES') from any and all expenses of any litigation, court costs, and attorney's fees, for death or damage or injury to any person or any property, which the participant has or might have, known or unknown, now existing or that might arise hereafter, directly or indirectly attributable to the PARTICIPANT'S engaging in the ACTIVITIES, including claims and damages arising in whole or in part from the negligence of RELEASEES, whether such negligence is the sole or contributory cause of the resultant injury, death or damage.
4. PARTICIPANT further agrees to indemnify and hold harmless RELEASEES from and against any and all third party claims, demands, losses, judgments, fees, suits, and causes of action of any character, type or description, including all expenses of litigation, court costs, and attorneys' fees for death or damage or injury to any person or property, arising out of or occasioned by, directly or indirectly, the PARTICIPANT'S engaging in the ACTIVITIES, including claims and damages arising in whole or in part from the negligence of RELEASEES, whether such negligence is the sole or contributory cause of the resultant injury, death or damage.
5. PARTICIPANT shall not now or at any time in the future directly or indirectly, commence or prosecute any action, suit or other proceeding against RELEASEES arising out of or related to the actions, causes of action, claims and demands hereby waived, released or discharged by PARTICIPANT.
6. PARTICIPANT recognizes that no refund will be issued under any circumstances in the event of PARTICIPANTS non-ability to attend as planned, weather conditions, or damage or injury to PARTICIPANT. Further no refund will be issued beyond any forewarned and agreed posted cancellation date on events requiring prepayment.

THIS WAIVER AND RELEASE AND ALL CONTENTS HEREOF, ARE EXPRESSLY MADE BINDING UPON IN REAL COUNTY TEXAS AND SHALL INURE TO THE DETRIMENT OF PARTICIPANT, AND PARTICIPANT'S SPOSE, LEGAL REPRESENTATIVES, LEGATEES, DEVISEE, TRUSTEES, HEIRS, SUCCESSORS AND ASSIGNS, PARENTS, GUARDIANS, CHILDREN, WARDS, OR ISSUE.

Participant's Signature Printed Name Date
Street Address State/Zip
Home Phone Mobile Phone e-mail

Parent or Legal Guardian of Minors: I hereby certify that I am the parent or adult legal guardian of the minor listed above. I specifically agree to the participation of such minor in the ACTIVITIES described herein. I further hereby acknowledge and agree to the terms and conditions of this agreement in total, including but not limited to the waiver, release, and indemnity of RELEASEES as described herein.

Signature of Parent or Legal Guardian Printed Name Date