



Rafter C Outfitters, LLC  
(D.B.A. Rafter C Game Ranch)

## *RELEASE OF LIABILITY & AGREEMENT*

### **AND ACKNOWLEDGMENT AND ACCEPTANCE OF DANGERS, RISKS AND HAZARDS AS CONDITION FOR ENTRY.**

KNOW ALL MEN BY THESE PRESENTS: For the consideration, be it hereby agreed:

**PARTIES:** Host is Rafter C Outfitters, LLC (DBA Rafter C Game Ranch), a Texas Limited Liability Company, its shareholders, lessors, officers, employees, approved guides and agents. Guest is the person, whose name appears below, and any minors or dependents accompanying that person. Guest is participant.

**RANCH:** Rafter C Outfitters, LLC (DBA Rafter C Game Ranch) located in Kimble County, Texas.

#### **TERMS:**

(1) **ACKNOWLEDGMENT, ACCEPTANCE AND ASSUMPTION OF RISKS:** Guest acknowledges and understands that the Host makes no warranties, either expressed, written or implied, as to the safety of the Premises occupied and/or used by the Guest and that Guest has received a copy of the Ranch Rules and agrees to comply with said rules. 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 with the Ranch experience includes, but not limited to, such things as slippery shower stalls, hot stoves, fire pits and cleaning area sharp objects. 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 and all 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.

The undersigned acknowledges that he or she has the requisite skills, qualifications, physical abilities, and training necessary for proper and safe use of the equipment and facilities and to participate in the activity itself. Guest has had the opportunity to consult with a physician prior to deciding to participate in the activities at the Ranch and Guest understands that it is his sole responsibility to determine whether he and his guests, minors, dependants and any third parties are physically and emotionally able to participate in the activities at the Ranch. The Guest agrees that if he or she has any questions as to what skills, qualifications or training is necessary to properly use the equipment, facility, or to participate in the activity itself, then they shall direct such questions to the appropriate staff member on site. However, while such staff member may provide such assistance, Guest shall remain liable for their own actions.

The undersigned agrees to pay for any or all damages to any property or indemnities caused by the undersigned either negligently, willfully, or otherwise.

The undersigned, as a participant in the subject activity, hereby consents to medical treatment in a medical emergency where the undersigned is unable to consent to such treatment.

The undersigned understands that Rafter C Outfitters, LLC and its auxiliaries do not carry participant insurance. The undersigned is encouraged to have a physical examination and to purchase health insurance prior to any and all participation.

(4) VENUE FOR AGREEMENT & ARBITRATION: This Release and Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to any principles of conflicts of law. It is further agreed that the proper venue of this contract is in Kimble County, Texas. Any other venue is specifically waived by each party, and each party agrees that it shall not object to the venue provided for herein. Both parties agree that any dispute concerning the terms and conditions of this Release shall first be submitted to the American Arbitration Association for mediation, consideration and disposition. Both parties agree that the decision of the American Arbitration Association shall be final and binding, and that all other forms of recourse are hereby waived. This Release and Agreement is performable in Kimble County, Texas.

(5) DURATION OF AGREEMENT: The provisions, covenants, conditions and indemnities contained in this Release and Agreement shall survive the term of Guest's stay at Rafter C Outfitters, LLC (DBA Rafter C Game Ranch).

(6) ENTIRE AGREEMENT; MODIFICATION: This Release and Agreement supersedes any and all other agreements, either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to its subject matter. Guest acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by Host or anyone acting on behalf of Host, which are not embodied herein. No modification hereof shall be effective unless in writing and signed by both parties.

(7) EFFECT OF PARTIAL INVALIDITY: If any provision of this Release and Agreement not essential to its principal objectives is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way, and each party agrees to interpret and apply the Agreement to implement its intent to the extent permitted by law.

(8) TIME OF COMPENSATION: The cash compensation due and payable to Host for services rendered shall be paid directly to Host or Host's Agent prior to the Guest's departure from the Ranch unless other

arrangements have been made prior to Guest's arrival and approved by Host. All payments will be in the form of cash or preapproved checks. Guest acknowledges that he or she have been given the Ranch's Price List for services and agree to pay said stated and posted prices. Guest further agrees that the wounding of an animal constitutes payment in full for that animal even if the animal is not retrieved. Host will make all attempts to recover the wounded animal however Guest acknowledges that there is no guarantee that said animal can be found prior to their departure of the Ranch.

By signing this Agreement, I represent and warrant that (a) I have had ample opportunity to read this Agreement and have done so and have received and reviewed the Ranch's Price List and Ranch Rules; (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 \_\_\_\_\_, 200\_\_\_\_.

Rafter C Outfitters, LLC (DBA Rafter C Game Ranch)

By: \_\_\_\_\_  
Agent for Host

\_\_\_\_\_  
Guest's Signature                      Printed Name                      Date

Texas Hunting License Number # \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RELEASE OF MATERIAL FOR PROMOTIONAL PURPOSES: I understand that Rafter C Outfitters, LLC (DBA Rafter C Game Ranch) uses promotional material for advertising and marketing purposes. 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 Rafter C Outfitters, LLC (DBA Rafter C Game 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 Rafter C Outfitters, LLC (DBA Rafter C Game Ranch) may partner for joint marketing efforts.

\_\_\_\_\_  
Guest's Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date