

RELEASE OF LIABILITY AND ACKNOWLEDGMENT AND ACCEPTANCE OF DANGERS, RISK, AND HAZARDS

This Release of Liability and Acknowledgment and Acceptance of Dangers, Risk, and Hazards ("Agreement") is entered into on _____, 2023, between Diamond H Ranch, Simon W. Hendershot, Jr. Rita Hendershot, Simon W. Hendershot, III, Hendershot Family Trust their families, agents and representatives (collectively "Ranch") and _____ ("Guest" or "you").

RELEASE AND INDEMNITY

- 1. In consideration for the right to enter Premises (for purposes of this Agreement Premises means any property or portion thereof owned by Ranch), and for the services and use of the Premises, Guest for himself or herself and for Guest family, heirs, agents, invitees and/or representatives (collectively Guest) hereby releases, waives and relinquishes unto Ranch and agrees to protect, indemnify and hold harmless the Ranch and/or landowner and his/ her or their respective agents, employees and assigns from and against any and all claims, demands, causes of action, torts and/or damages, including but not limited to attorney's fees, resulting from any accident, incident, act, omission or occurrence including but not limited to injury, death or damage to property arising out of, incidental to or in any way resulting from Guest use of the Premises and all improvements thereon and/or services of Ranch, whether or not caused by the landowner's and/or the Ranch's negligence, action, inaction, gross negligence or otherwise. This release applies during the time that Guest or Guest family or invitees are permitted on the Premises and/or making use of the Premises or services of Ranch. Guest hereby further covenants and agrees that Guest, his/her heirs, successors, and assigns will not make any claim or institute any suit or action at law or in equity against the Ranch and/or Premises or his/her respective heirs, agents, representatives, employees, successors or assigns for any claim in tort or otherwise for any purpose. Further, Guest for himself or herself and for Guest family, heirs, agents, invitees and/or representatives (collectively Guest) will indemnify and hold harmless Ranch from all such claims and from any such claims of Guest invitees or other third parties on or at the Premises.**
- 2. Guest acknowledges and understands that no warranty, either expressed or implied, is made by the Ranch and/or the landowner as to the condition of the property (hereinafter the Premises) or any roads, buildings, gates, or other improvements of wildlife located thereof. This document is sufficient warning that dangerous conditions, risks and hazards do exist. Guest 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, cattle, wildlife, insects, spiders, blinds and stands, erosion and general condition of the land, both on and off roadways or senderos, creating rough, hazardous and dangerous driving and walking conditions; animals, both wild and domestic that may be diseased and/or potentially dangerous; deep water; persons with firearms both on and off the Premises; and the use of all vehicles. Guest understands and acknowledges that serious injury, damage or death could occur to Guest and/or Guest's property or guest that as a result of unitizing the services of the Ranch and Premises. Guest hereby states that Guest expressly assumes all such dangers, risks and hazards.**

3. As used in this release, the terms Guest, my person or my self including minors and others in Guest's care while on the Premises or utilizing the Ranch.
4. Use of Ranch. Guest may use the Ranch for recreational purposes only. Guest may not permit the Ranch or any part of thereof to be used for (a) conducting any offensive, noisy, or dangerous activity that would increase Ranch's premiums for insurance; (b) creating or maintaining a public nuisance; (c) anything that is against public regulations or rules of any public authority (including but not limited to hunting laws) at any time applicable to the Ranch; or (d) any purpose or in any manner that will obstruct, interfere with, or infringe on, the rights of other residents of the surrounding community. Owners reserve the right to require any Guest to leave at any time.
5. Dangerous Conditions on Ranch. Guest acknowledged that he/she has examined the Ranch (or has been strongly encouraged and provided the opportunity to examine the Ranch-but has consciously declined to do so) and agrees and stipulates that:
 - A. The Ranch is intentionally maintained in an unimproved/wild condition which Guest acknowledges creates a potential injury to Guest, Guests as well as anyone else on the Ranch with Guest express or implied consent.
 - B. Wild animals capable of causing serious bodily injury or death are present in large numbers all over the Ranch, including the fields, around barns/pavilion and where Guests will hunt, travel, eat and/or sleep.
 - C. Firearms capable of causing serious bodily injury or death are regularly used on the Ranch.
 - D. Hunting is inherently dangerous and carries therewith a risk of serious injury or death.
 - E. Riding and/or use of horses involves inherent risk of serious injury or death.
6. The Ranch is Agricultural Land pursuant to Civil Practices and Remedies Code Chapter 75A. Guests use of the Ranch is an Agritourism Activity as described in Chapter 75A of the Texas Civil Practices and Remedies Code. Guest hereby accepts the risk of all danger to Guest, Guest's family, as well as for anyone else on the Ranch with Guest's express or implied consent. This acceptance of risk includes, but is not limited to, all of the risks arising from the foregoing dangers.
7. Guest agrees to indemnify and hold Diamond H Ranch and the Hendershot Family Trust, Simon Hendershot, Jr., Rita Hendershot and Simon Hendershot, III, their family and property free and harmless from any liability for bodily injury, property damage or death of any person, including but not limited to Guest, Guest's family, Guest's guests, as well as for anyone else on the Ranch with Guest's express or implied consent. This indemnity includes, but is not limited to, all bodily injury, property damage, and death arising out of the conditions set forth herein. Guest further agrees to indemnify Ranch for all bodily injury, property damage and death caused by the negligence, strict liability or other fault of Ranch.

- 8. WAIVER OF LIABILITY.** Guest acknowledges that there are inherent risk associated with utilizing the Ranch. Guest on behalf of Guest, Guest's family, Guest's guests, hereby expressly waives any and all liability and releases Diamond H Ranch and the Hendershot Family Trust, Simon Hendershot, Jr., and Simon Hendershot, III, their family and property from any and all liability as a result of bodily injury, property damage or death of any person including, but not limited to Guest, Guest's family, Guest's guest from any act, event or occurrence while located on the Diamond H Ranch or utilizing any benefits, appurtenances, vehicles, buggies, fire arms, utensils, animals, fires or other items at the Diamond H Ranch. Limitation of Liability. Guest acknowledges that by executing this Agreement that Guest is releasing the Ranch from any and all liability and claims. Guest acknowledges that if for any reason a Court should set aside this Release, then Guest's total damages for injury or death would be limited to the insurance carried by Hendershot Family Trust/ Diamond H Ranch. Guest shall only have a claim against such insurance if the Release contained in this Agreement is declared unenforceable. Guest acknowledges the limitations of the Texas Civil Practices and Remedies Code Chapter 75A for Limited Liability of Agritourism Activity.
- 9. Hunting.** Guest shall provide all firearms and ammunition for hunting. All hunting will be performed in accordance with all state and federal laws and regulations. All game taken within the high fenced portion of the Ranch are subject to a fee (Fee Schedule is attached). Because of the exotic nature of some of the game, some of these fees are HIGH. Guest agrees on behalf of the Guest and Guest's family to inquire about these fees BEFORE hunting or taking game. Guest acknowledges the high risk of wounding and/or crippling animals at the Ranch. Therefore, whether Guest kills, misses, wounds, injures or cripples an animal, at the time the Guest shoots, whether by firearm or bow and arrow at an animal, the Guest is responsible for full payment of the price of such animal. Further, Guest is responsible for the full price of any animal accidentally shot, killed, crippled or injured.
- 10. Guest acknowledges that hunting is an Agritourism Activity.**
- 11. Rules & Regulations.** Guest agrees to abide by all reasonable rules and regulations in force at the Ranch at any time. Rules are attached and incorporated herein.
- 12. Cleanup.** Guest agrees to leave the Ranch and the buildings and improvements on it in good order and repair and in a safe and clean condition after each visit to the Ranch.
- 13. Improvements.** All alterations, changes, and improvements built, constructed, or placed on the Ranch by Guest, other than movable personal property, will, unless otherwise provided by written agreement between both parties, be Diamond H's property and remain on the Ranch when the Guest Agreement expires or terminates earlier. Nothing contained in this paragraph authorized Guest to make or place any such alterations, changes, or improvements on the Ranch without first obtaining Diamond H's written consent.
- 14. Assignment of Interest.** Guest hereby assigns to Simon W. Hendershot, III and Diamond H Ranch all right, title and interest in and to any photographs, videos, images or representations of any animals, landscape property and/or the Ranch. No such photos, images or videos may be used by Guest without the express written consent of Simon W. Hendershot, III and/or Diamond H Ranch. Diamond H Ranch and its logo are trademarks owned by Simon W. Hendershot, III.

15. **No Ownership.** Guest acknowledges that this Guest Agreement confers absolutely no ownership rights to Guest in Diamond H or in the Ranch.
16. **Attorney Fees.** If any litigation is begun between the parties concerning the Ranch, this Guest Agreement, or the rights and duties of either party in relation to it, the Ranch will be entitled, in addition to such other relief as may be granted, to reasonable attorney's fees and costs.
17. **Non-Waiver.** Diamond H's waiving any breach of any provision of the Guest Agreement does not constitute a continuing or a waiver of any subsequent breach of the same or a different Guest Agreement provision.
18. **Texas Law to Apply.** This Agreement is to be construed under Texas Law, and all obligations of the parties created under this Agreement are enforceable in Gonzales County, Texas.
19. **Legal Construction.** If any one or more of this Agreement's provisions are for any reason held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision of this Agreement, which will be construed as if it had never included the invalid, illegal, or unenforceable provision. This is a continuing Agreement and shall survive the initial visit to the Ranch and shall be in full force and effect until terminated in writing solely by Trey Hendershot.
20. **Amendment.** No amendment, modification, or alteration of this Agreement is binding unless in writing, dated subsequent to the date of this Agreement, and duly executed by the parties.

[SIGNATURE ON NEXT PAGE]

I HAVE CAREFULLY READ THIS RELEASE OF LIABILITY AND ACKNOWLEDGMENT AND ACCEPTANCE OF DANGERS, RISK, AND HAZARDS AND I FULLY UNDERSTAND AND WILL ABIDE BY THEM. I HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS RANCH, ITS EMPLOYEES AND FAMILY, RANCHES, RANCHERS, RANCHERS EMPLOYEES, AND FAMILY FOR ALL ACCIDENTS AND/OR INJURIES SUSTAINED BY ME OR MY GUEST WHILE AT THE RANCH(S). I FURTHER AGREE TO REIMBURSE RANCH FOR DAMAGES TO ITS FACILITIES CAUSED BY ME OR MY PARTY THROUGH ACCIDENT OR OTHERWISE. I (WE) AGREE TO ACCEPT ALL CONDITIONS AND DANGERS OF MY (OUR) USE OF RANCH. I HAVE CAREFULLY READ THIS RELEASE OF LIABILITY AND ACKNOWLEDGMENT AND ACCEPTANCE OF DANGERS, RISK, AND HAZARDS RULES AND POLICIES AND I FULLY UNDERSTAND ALL PROVISIONS. I EXPRESSLY RELEASE AND FULLY DISCHARGE RANCH FROM ANY AND ALL CLAIMS ARISING FROM MY USE OF THE RANCH.

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 FULL RISK OF INJURY, DEATH, PROPERTY DAMAGE, AND OTHER LOSS THAT MAY RESULT FROM AGRITOURISM ACTIVITIES.

Guest (Agritourism Participant)

Printed Name

Address

Telephone

Email