

RELEASE OF LIABILITY

[CABIN GUEST ONLY]

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES THAT YOU UNDERSTAND THIS AGREEMENT AND AGREE TO ITS TERMS. BY SIGNING THIS AGREEMENT, YOU AND YOUR CHILD (IF APPLICABLE) ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGE FOR ANY REASON, INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE OF THE PROPERTY OWNER, ITS LESSEE, AND OTHER PARTIES NAMED IN THIS DOCUMENT.

**ACKNOWLEDGMENT AND ACCEPTANCE OF RISKS,
HAZARDS AND DANGERS AND TERMS AND CONDITIONS**

I HEREBY ACKNOWLEDGE THAT I am a guest of Paisano Cattle Co., LLC dba Catto Gage Ranch (the “Lessee”) on certain leased premises located in Kendall County, Texas known as the Catto Gage Ranch. As a guest of Catto Gage Ranch, I will be enjoying certain authorized recreational activities on the leased premises. The Lessor of the property , Kendall Partners, Ltd., has required that all guests of the Catto Gage Ranch execute a copy of this release.

I further **ACKNOWLEDGE AND UNDERSTAND THAT NO WARRANTY, EITHER EXPRESS OR IMPLIED, IS MADE** by the Lessor or Lessee as to the condition of any roads, buildings, blinds, fences, gates, or other improvements on the leased premises, that dangerous conditions do exist and **THAT THIS DOCUMENT IS SUFFICIENT WARNING** that there are numerous dangerous conditions, risks and hazards involved in outdoor recreation on the leased premises and in the use of the improvements situated thereon, and that the activities that I desire to undertake and my presence on the leased premises expose me, my children (if applicable) and my property to such dangerous conditions including, but not limited to: poisonous snakes, insects and spiders; blinds and tree stands erected by Lessor for Lessor’s use, or by the Lessee, for its use; 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, which may be diseased or otherwise potentially dangerous; deep or swiftly moving water; persons with firearms, both on and off the leased premises; and use of vehicles for a purpose for which they are not intended. I further understand and agree that **I HEREBY EXPRESSLY AND VOLUNTARILY ASSUME THE CONSEQUENCES OF ALL SUCH RISKS, HAZARDS AND DANGERS** with the understanding that I am voluntarily exposing both myself, my children (if applicable) and my property to them.

IN CONSIDERATION FOR THE RIGHT FOR ME TO ENTER THE PREMISES COVERED BY THE ABOVE REFERRED TO LEASE, I DO HEREBY RELEASE AND AGREE TO PROTECT, INDEMNIFY AND HOLD HARMLESS Paisano Cattle Co., LLC dba Catto Gage Ranch and Kendall Partners, Ltd., and their owners, employees, agents,

members, partners, officers, directors, representatives, successors or assigns (collectively, the "Parties"), **FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF ANY SORT, INCLUDING ATTORNEYS' FEES, RESULTING FROM ANY ACCIDENT, INCIDENT OR OCCURRENCE ARISING OUT OF, INCIDENTAL TO OR IN ANY WAY RESULTING FROM MY USE OF THE LEASED PREMISES AND ALL IMPROVEMENTS SITUATED THEREON IN KENDALL COUNTY, TEXAS DURING THE PERIOD OF TIME THAT I AM PERMITTED ON THE LEASED PREMISES AND UNTIL I LEAVE THE LEASED PREMISES, REGARDLESS OF WHETHER SAME MAY RESULT FROM LESSOR'S OR LESSEE'S NEGLIGENCE OR GROSS NEGLIGENCE.** I hereby covenant and agree for myself, my heirs, successors and assigns, that **I WILL NOT MAKE ANY CLAIM OR INSTITUTE ANY SUIT OR ACTION AT LAW OR IN EQUITY AGAINST ANY OF THE PARTIES.**

If I bring children upon the leased premises, I understand and acknowledge that I am solely responsible for the supervision and safety of those children, including but not limited to their safety around and in bodies of water, and I will not allow children who cannot swim or who are poor swimmers to enter into any body of water on the leased premises. I agree to follow any rules and regulations that Lessor or Lessee may impose upon me or my children relating to our use and enjoyment of the leased premises.

To the extent that the scope of this release is unenforceable in any jurisdiction, such scope will, as to such jurisdiction only, be automatically limited to the extent necessary to make this release enforceable in such jurisdiction, without invalidating any other portion of this release.

I HAVE READ THIS DOCUMENT. I UNDERSTAND IT IS A PROMISE NOT TO SUE AND A RELEASE OF THE OWNER AND LESSEE OF THE CATTO GAGE RANCH AND THE OTHER PARTIES NAMED HEREIN FROM ANY CLAIMS. I HAVE MADE A FREE AND DELIBERATE CHOICE TO SIGN THIS RELEASE AS A CONDITION TO ENTRY UPON THE CATTO GAGE RANCH. I HAVE CONCLUDED THAT THE PLEASURE OF ENJOYING THE CATTO GAGE RANCH IS WORTH THE RISKS INVOLVED AND MY ACCEPTANCE AND ACKNOWLEDGEMENT OF THE TERMS OF THIS RELEASE.

Signed this _____ day of _____, _____.

(Signature of Guest)

(Printed Name of Guest)

(Address of Guest)

(Child's Name)

(Signature Parent/Legal Guardian)

(Print Parent/Legal Guardian's Name)