Waiver of Liability   Bluff Creek Ranch   Warda, Texas

In consideration of my visiting and utilizing the land facilities of **Bluff Creek Ranch**, I hereby freely agree to and make the following contractual representations and agreements. I fully realize the dangers of participating in both on and off road bicycling, hiking, running, and horseback riding as well as camping, swimming and participating in any water sport activity. I fully assume the risks associated with such participation including, by way of example and not limitations, the following: the dangers of collisions with pedestrians, livestock, wildlife, vehicles, other bicyclist, fixed or moving objects; the dangers arising from surface hazards, equipment failure, inadequate safety equipment and weather conditions; the danger of contact with biting insects, reptiles and mammals; the dangers of participating in any water or play activity including drowning; and the possibility of serious physical and/or mental trauma including death.

I hereby waive, release, and discharge for myself, my heirs, executors, administrators, legal representatives, assigns and successors in interest (hereinafter collectively termed "successors") any and all rights and claims which I have or which may hereafter accrue to me against **Bluff Creek Ranch, Paul K. Nolan, Susan F. Nolan, Allen Sronce**, any of their employees, designates or heirs, any property owners, law enforcement agencies, all public entities, special districts and properties (and their respective agents, officials and employees) through or by which the events will be held for any and all damages which may be sustained by me directly or indirectly in connection with, or arising out of my participation with activities at **Bluff Creek Ranch** or travel to or from **Bluff Creek Ranch.**

I agree that it is my sole responsibility to be familiar with the conditions of the trail, camping, swimming and recreational areas. I understand and agree that situations may arise during participating in activities at **Bluff Creek Ranch** that may be beyond the immediate control of the property owners and I must partake in any and all activities so as to neither endanger myself or others. I accept responsibility for the condition and adequacy of my bicycle or horse equipment and any other related personal equipment used on **Bluff Creek Ranch**. While riding my bicycle or horse on **Bluff Creek Ranch** and any of the adjoining properties being utilized or leased by **Bluff Creek Ranch**, I will wear an ANSI, SNELL, ASTM, or CPSC rated helmet, properly affixed to my head and I assume all responsibility and liability for the selection and fit of such a helmet.

I have no physical or mental condition which to my knowledge would endanger myself or others if I participate in this event, or would interfere with my ability to participate in activities at **Bluff Creek Ranch**.

I agree for myself and my successors, that the above representations are contractually binding, and are not mere recitals, and that should I or my successors assert my claim in contravention of this agreement, I or my successors shall be liable for all the expenses (including legal fees) incurred by the other party or parties in
defending his, her or themselves against my claim.

This agreement may not be modified orally and a waiver of any provision shall not be construed as a modification of any other provision herein or as consent to any other provision herein or as a consent to any subsequent waiver or modification.

Signature of Visitor:_____   **Date:**_____

Printed Name:_____   **Phone #**_____

Emergency Contact:_____   **Phone #:**_____

Parent or Guardian of Minor: I as parent or guardian of the below named minor, hereby give my permission for my minor child or ward to participate in activities at **Bluff Creek Ranch** and further agree, individually and on behalf of my child or ward to the terms above.

Signature of Parent/Guardian:_____   **Date:**_____

Names of Children:_____