

RELEASE OF CLAIMS AND WAIVER OF LIABILITY

I, the undersigned, hereby acknowledge that I have knowingly and willingly entered into this Contract and Agreement and am bound by the terms hereof. It is understood that I am a paying client or guest or visitor of the TAHOKA LAKE PASTURE, owned by the J.C. Calm Foundation, Inc., located in Lynn County, Texas, hereinafter called "Pasture."

I specifically understand and agree that there is no warranty, either expressed or implied, made by the Pasture as to the condition of the property located in Lynn County, Texas, or any roads, buildings, gates, tanks, ponds, water, or any and all other improvements located thereon. This document is sufficient warning that dangerous conditions, risks and hazards do exist on the property, and my presence and activity on the Pasture exposes myself and my property to dangerous conditions, risks and hazards, including but not limited to: poisonous animals and plants; insects, pests and spiders; erosion and general conditions on the land, both on and off roadways creating rough, hazardous and dangerous driving and walking conditions; animals, both wild and domestic, that may be diseased and/or potentially dangerous; and persons with firearms, both on and off the Pasture. I hereby state that I expressly assume all the dangers enumerated in this paragraph and all risks and hazards, whether enumerated herein or not, that I am exposed to by being on the property, and participating in activities upon the Pasture property.

In consideration for the right to enter the premises for recreation, research or for any other activity, I hereby release and agree to protect, indemnify and hold harmless the Pasture and the Pasture's employees, owners, and heirs and assigns from and against any and all claims, demands, causes of action, and damages including attorney's fees resulting from any and all accidents, incidents, or occurrences arising out of, incidental to, or in any way resulting from the use of the premises as well as any and all improvements located thereon, whether or not caused by the Pasture's negligence, the Pasture's gross negligence, or someone else's negligence. This Release applies during the time that I am permitted on the premises, and I further covenant and agree that I, my heirs, successors, and assigns will not make any claim or institute any suit or action at law or in equity against the Pasture and specifically release the Pasture and all of the Pasture's heirs, owners, legal representatives, agents, employees, successors, or assigns as aforementioned.

Jurisdiction of this matter and venue shall lie in Tahoka, Lynn County, Texas.

*** PASTURE RULES ***

1. LEAVE ALL GATES ON OR IN THE PASTURE AS YOU FIND THEM (LEAVE OPEN IF THEY ARE OPEN; CLOSE IF GATES WERE CLOSED).
2. NO VEHICLES OF ANY KIND SHALL BE ALLOWED OUTSIDE OF CLEARLY MARKED OR DEFINED ROADWAYS. RECREATIONAL VEHICLES ALLOWED ONLY WHEN PREVIOUS ARRANGEMENTS ARE MADE AND NEVER AFTER DARK. THIS DOES NOT APPLY TO CAMPER OR CAMPING TRAILERS.
3. ALL STATE, FEDERAL, AND LOCAL LAWS SHALL BE COMPLIED WITH AND FOLLOWED BY THE UNDERSIGNED.
4. NO TRASH, RUBBISH, WASTE, OR REFUSE SHALL BE LEFT UPON THE PASTURE PROPERTY.
5. NO HUNTING ALLOWED EXCEPT UNDER EXTRAORDINARY CIRCUMSTANCES AND ONLY BY SPECIAL PERMISSION FROM PASTURE MANAGER. NO FIREARMS OR WEAPONS ALLOWED EXCEPT BY PERMIT FROM PASTURE MANAGER.
6. FIREARM SAFETY SHALL BE FOLLOWED AT ALL TIMES.
7. NO SMOKING OR OPEN FIRES, EXCEPT IN APPROVED OR DESIGNATED AREAS, AND ONLY BY PERMIT OF PASTURE MANAGER.
8. NO BEER OR DISTILLED ALCOHOLIC BEVERAGES PERMITTED ON THE PASTURE BY ANY VISITOR.

I AGREE THAT THE ABOVE CONDITIONS AND RULES WILL BE OBSERVED AND UNDERSTOOD AND THAT VIOLATIONS OF THEM OR ANY OTHER UNREASONABLE CONDUCT WILL RESULT IN THE FORFEITURE OF MY RIGHTS UNDER THIS AGREEMENT AS WELL AS THE POSSIBILITY OF REFUSAL OF ANY REFUNDS.

I AM ABOVE THE AGE OF 18 AND HAVE READ THIS RELEASE OF CLAIMS AND WAIVER OF LIABILITY AND UNDERSTAND AND VOLUNTARILY ACCEPT ITS TERMS AND I HAVE SIGNED IT OF MY OWN FREE WILL.

NAME PRINTED _____ NAME SIGNED _____

PHONE: (Indicate cell or other) _____

MAILING ADDRESS: _____ EMAIL: _____

I would like to reserve the Pasture Visitor Center for _____ . Please call: _____