

---

**Fax to:** 512.637.5088

**-AND-**

**Mail to:** UltimateMatch  
Attn: Linda Jefferson  
2101 Lakeway Blvd., Suite 100  
Austin, Texas 78734

---

## **Dos Arroyos Ranch**

### **Voluntary Release – Waiver – Assumption of Risk**

#### **And Full Indemnity Agreement**

---

The undersigned participant (hereinafter referred to as the "undersigned") requests and is granted the revocable permission to enter upon the premises of Austex Properties, Ltd., d/b/a Dos Arroyos Ranch (hereinafter referred to as "Owner") to participate as a guest in certain ranch activities that may be conducted on the Owner's premises. Said entry shall hereinafter be referred to as "revocable permissive entry". In consideration of the revocable permissive entry, onto the premises of Owner, the undersigned for himself/herself, all personal representatives executors, executrixes, heirs next of kin, spouse, and assigns do hereby agree as follows:

1. The undersigned do hereby **FULLY RELEASE, FULLY WAIVE, FULLY DISCHARGE, AND COVENANT NOT TO SUE**, the operators or Owner, its partners, officers, directors, shareholders, employees, agents, managers, attorneys, subsidiaries, including without limitation, Hilco Properties, LLC, Cedar Enterprises, LLC, R & S Aviation Co., LLC, Stephen R. Smith, independent contractors, successor or assigns, (hereinafter collectively referred to as "Released Parties") and each of them, from any and all claims, and/or the ordinary negligence of released, and/or the strict liability, and/or the negligence of any third party or participant, which causes the undersigned injury, death, personal injury, bodily injury, property damages, or any other type or kind of injury, and/or loss, and/or damages ("Claims"). The undersigned hereby covenants to hold the Released Parties harmless from and to fully indemnify Released Parties for any other type or kind of damages, judgments, awards, or related expenses (including but not limited to Released Parties' attorney fees and court costs) that the Released Parties may incur as a result of the participation of the undersigned in any skeet shooting, swimming, cave exploration, horseback riding, hiking, sports/gaming, helicopter rides, dance lessons, outdoor excursions, or any other ranch activity ("Ranch Activities") conducted on or within Owners premises at any time or the condition of any real or personal property owned or controlled by any of the Released Parties or the operation of any aircraft or vehicle owned by any of the Released Parties or the act or omission of any of the Released Parties.
2. The undersigned agrees that this Voluntary Release-Waiver-Assumption of Risk and Full Indemnity Agreement shall apply **even if any of the released**

**parties is or is alleged to be negligent, whether solely or concurrently with any of the releasing parties or any other person, in connection with any claim.**

3. The undersigned verifies that he/she is physically fit and sufficiently trained to participate in the Ranch Activities and that the undersigned's physical condition for participation in any Ranch Activity has been verified by a licensed medical doctor during the last six (6) months. The undersigned verifies that he/she has and shall maintain sufficient medical insurance to cover any and all medical, expenses that may arise from the undersigned's participation in any Ranch Activity and undersigned does not, and shall not rely upon or look towards Owner and/ or the Released Parties.
4. The undersigned ACKNOWLEDGES that there is INHERENT DANGER in the participation of some Ranch Activities including but not limited to skeet shooting, swimming, cave exploration, horseback riding, hiking, sports/gaming, helicopter rides, dance lessons, outdoor excursions and other activities, which the undersigned appreciates and voluntarily assumes. The undersigned has inspected the Owner's premises or will at the first opportunity inspect the Owner's premises. THE UNDERSIGNED VOLUNTARILY ELECTS TO ACCEPT ALL RISKS CONNECTED WITH HIS/HER PARTICIPATION IN ALL RANCH ACTIVITIES, AS DESCRIBED ABOVE. THE UNDERSIGNED HAS READ THIS DOCUMENT CAREFULLY AND FULLY UNDERSTANDS EACH AND ALL OF ITS TERMS. THE UNDERSIGNED UNDERSTANDS, THAT IT IS A RELEASE OF ALL CLAIMS. THE UNDERSIGNED UNDERSTANDS THAT HE/SHE ASSUMES ALL RISKS INHERENT IN PARTICIPATION IN SKEET SHOOTING, SWIMMING, CAVE EXPLORATION, HORSEBACK RIDING, HIKING, SPORTS/GAMING, HELICOPTER RIDES, DANCE LESSONS AND OUTDOOR EXCURSIONS. THE UNDERSIGNED VOLUNTARILY SIGNS HIS/HER NAME EVIDENCING HIS/HER ACCEPTANCE OF THE ABOVE PROVISIONS.
5. If a provision of this agreement is held to be illegal or invalid by a court of competent jurisdiction, such provisions shall be considered severed and deleted. Such severance and deletion shall not effect the validity of the remaining provisions of this agreement, which shall remain in full force and effect. This Agreement shall be binding upon the personal representatives, heirs, devisees, and successors of each of the Releasing Parties and shall inure, to the benefit of the successors and assigns of each of the Released Parties. This agreement shall be governed and construed in accordance with the laws of Texas, excluding choice of law provisions thereof.
6. This Voluntary Release-Waiver-Assumption of Risk and Full Indemnity Agreement shall be in full force effect at all times during undersigned's participation in Ranch Activities, of any kind or nature, and for whatever period

of the time the undersigned participates in said activities, either continuously or from time to time, as the case may be.

7. Should any dispute arise pertaining to the terms of this agreement, or should any action be filed or commenced to enforce the terms of this agreement, the prevailing party shall be entitled to recover it's reasonable attorney fees and costs, whether or not such dispute proceeds to judgment.

---

Signature

---

Date

---

Printed Name

◆◆◆◆

---

Signature

---

Date

---

Printed Name

**If the participant named herein is under the age of eighteen [18] years, complete below:**

I, participant's parent or legal guardian, hereby consent and affirm the foregoing VOLUNTARY RELEASE-WAIVER ASSUMPTION OF RISK AND FULL INDEMNITY AGREEMENT on \_\_\_\_\_ on behalf of participant, myself, and participant's family and all other parties as stated above. By affirming and consenting to the Voluntary Release - Waiver - Assumption of Risk and Full Indemnity Agreement, it is my intention that terms of the document by and through my consent are as effective as if the participant were and adult rather than a minor.

---

Date

---

Parent or Guardian's Signature

---

Printed Name