## **RISK RECOGNITION AND LIABILITY RELEASE**

THE STATE OF TEXAS §
COUNTY OF JEFF DAVIS §

\_\_\_\_\_, individually, and as a legal parent I. (your name) and/or guardian of ("**child**") hereby have been advised (vour child's name) and thoroughly informed of the inherent hazards of presence and participation in activities at the property described as driving on, mountain climbing, and/or hiking on the Mitre Peak Ranch owned by Mitre Peak Ranch, L.P. ("Ranch"). I understand that presence and participation in activities at the Ranch involve certain risks, and injuries can occur that require emergency medical treatment at a medical center. I further understand that the Ranch is located at a site that is remote from such a medical center. I recognize that roads and terrain on the Ranch are rough, steep, and dangerous. I personally assume all risks in connection with the Ranch for any harm, injury, or damage that may befall my child or me as a result of presence and participation in activities at the Ranch, whether foreseen or unforeseen, and I still agree to participation in activities at the Ranch in spite of the inherent risks of damage or injury.

I understand and agree that neither Mitre Peak Ranch, L.P., nor its partners, general partner, employees, agents, representatives, and assigns, or any other co-owner (collectively the "**Ranch**"), or, \_\_\_\_\_\_\_shall be held liable in any way for any occurrence (name of guide, if applicable)

at the Ranch that may result in injury, death, or damages to me or my child. In consideration of being allowed to be present and participate in activities at the Ranch, I and my child personally assume all risks in connection with said Ranch for any harm, injury or damage that may befall me or my child or our vehicles while present or participating in activities at the Ranch, including all risks connected therewith, whether foreseen or unforeseen; and further to save and hold harmless the Ranch from any claim by me or my child and our families, estates, heirs, or assigns.

I further state that I understand the terms herein are contractual and not a mere recital; and that I sign this document of my own free act.

IT IS MY INTENTION, BY THIS INSTRUMENT, TO EXEMPT AND RELEASE MITRE PEAK RANCH, L.P., ITS PARTNERS, EMPLOYEES, REPRESENTATIVES, AGENTS, ASSIGNS, AND CO-OWNERS (THE "RANCH RELEASEES") FROM ALL LIABILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH INCURRED BY ME OR MY CHILD AT THE RANCH. I ACKNOWLEDGE AND UNDERSTAND THAT INJURIES, AND EVEN DEATHS, HAVE OCCURRED ATTEMPTING TO CLIMB MITRE PEAK AND OTHER AREAS OF THE RANCH, AND THAT MOST OF MITRE PEAK CANNOT BE CLIMBED WITHOUT SPECIAL EQUIPMENT AND CLIMBING EXPERIENCE. I ALSO ACKNOWLEDGE THE RANCH RELEASEES ARE NOT LIABLE FOR CLAIMS THAT BY RECREATIONAL USERS UNDER CHAPTER 75, TEX. CIV. PRAC. & REM. CODE. AND THAT ANY GUIDES I MAY HIRE OR EMPLOY ARE INDEPENDENT CONTRACTORS AND THE RANCH RELEASEES ARE NOT RESPONSIBLE OR LIABLE FOR THEIR ACTIONS IN ANY WAY.

I AND MY CHILD ARE INFORMED OF THE CONTENTS OF THIS RELEASE AND CONSENT TO THIS RELEASE BY READING IT BEFORE I SIGN IT.

(your signature)

(your child's name, if under 18 years old)

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