



RELEASE OF LIABILITY
AND
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

I, the undersigned, declare to be aware that, during my presence and participation in the visiting and/or contracted activities within the Ranch known as Rancho la Fortaleza, LLC. (hereinafter "The Ranch") located on Lopez Road, of the State of Texas, or any other related activity, activities that may expose and/or may occur that put both my physical integrity at risk, as well as that of the people who accompany me, and myself and their property and belongings, including but not limited to, poisonous snakes, insects and spiders; blinds and tree stands, whether or not erected by Lessor; 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 that may be diseased and/or potentially dangerous; deep water; persons with firearms both on or off the Ranch; and the use of vehicles; dangers with equipment of any kind that is part of the Ranch facilities, buildings, establishments, roads, gates or other improvements located thereon; it's fauna and flora; the transit of all types of vehicles owned by the Ranch or any other visitor/participant, including recreational vehicles and machinery that occur inside, outside and near the facilities and the roads to reach or leave the Ranch; any type of accident that may occur due to the stay and/or visit, including with the animals they inhabit and firearms; as well as natural disasters and in general all kinds of events caused by man and nature. I am aware and have full knowledge of the danger that the activities described in this paragraph and others that may occur during the stay and/or visit or outside of it in direct relation to it. I declare that I freely agree to assume and accept as mine, totally and exclusively any and all risks, hazards, and responsibility for any situation, both known and unknown, even if arising from the negligence of myself, the Ranch, or others.

Initials: _____

In consideration of the foregoing, in this act I freely agree that I, my heirs, successors and/or assigns will waive and release any right or claim that I may and will not make any claim, or institute any suit or action at law or any other type kind action that we could claim personally or through any representative, including in this waiver, but not limited to, exercising actions against him and/or the land owner's and it's respective heirs, it's officers, trustee's, agents, partners, shareholders, directors, associates, servants, employee's, guides and any other that was during the visit and / or provision of services, in relation to the Ranch, for accidents, bites, animal stings, insects and reptiles, blows, damages, injuries, death, suffering, moral damages, punitive damages and in general any inconvenience resulting from my participation in the visit. Due to the foregoing, from this moment it granted the most extensive settlement in favor of the Ranch, and the aforementioned third parties for any inconvenience, damages, suffered by me and/or the people who accompany me, and / or my goods and belongings due to my stay.



Initials: _____

I have read carefully and with determination this document and I fully understand its content and legal scope, which is valid and applies during the time that I am on the Ranch premises. I further consent and agree to disclaim all liability towards the Ranch, its owners, heirs, successors, representatives, agents, employees and any other related to them, as well as the organizers of the visit, of conditions of the Ranch premises or activities occurring thereon:

Initials: _____

I hereby further understand and agree to abide by all the rules, provisions and terms set forth by the Ranch and its owners and employees. It is understood that I will be in breach of these rules if I fail to follow those rules and terms set forth by the Ranch and its owners and employees. I further agree to abide by all state game laws as set forth by the Texas Parks & Wildlife Department. In addition to state game laws, I agree to abide by all local, state, and federal laws while on the Ranch premises. In the unlikely event, I further agree to forfeit any and all present and future claims to my presence and participation in the visitation and/or contracted activities in regard to the remaining term of my stay/visitation.

Initials: _____

WHEREAS, during my visit and/or contracted activities, I, including my heirs, successors and/or assigns, hereby release, protect, indemnify and hold harmless the Land Owner, heirs, successor, agents, Beneficiaries harmless from any and all claims or causes of action related to my use of or activities on the Property.

Initials: _____

Further, I agree that during my visit and / or provision of services, I expressly acknowledge and agree that this release, waiver and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Texas and that if any term or provision of the agreement, at any time, or to any extent, is determined to be invalid or unenforceable, it is agreed that the remaining provisions shall, notwithstanding, be deemed valid and continue in full force and effect.

Initials: _____

Binding Arbitration

If there is any claim or dispute regarding any section of this "Agreement", the Party making such claim or dispute shall make a good faith effort to settle the claim or dispute arising under this "Agreement". If the Parties fail to resolve the dispute or claim, the Parties shall submit to binding arbitration under the rules of the American Arbitration Association then in effect. Judgment, including court cost and attorneys fees, on arbitration awards may be entered by any court with appropriate jurisdiction.

This agreement shall be binding upon each of the parties signing below and upon their respective heirs, executors, administrators, successors and assigns.



VENUE: This agreement shall have Venue in Hidalgo County, Texas

Initials: _____

Photograph / Filming Consent

I authorize and give my consent and permission for photos and video to be taken, these images may appear on our website, social media, and email newsletters, in our printed materials produced for promotional purposes including leaflets, posters and adverts, in materials sent out to the media, or in reports. This form is valid for ten years. We will not use the photographs/film for any other purposes than those mentioned above. We will not include personal details (such as postal addresses, or telephone number) on our website, printed materials, or other marketing/promotional materials. Copyright of photographs taken will remain with the Rancho la Fortaleza, LLC.

Initials: _____

I HAVE READ THE FOREGOING AGREEMENT, AND FULLY AGREE TO THE TERMS HEREOF.

1.) Print Name: _____
Address: _____ City _____ State _____
Zip _____ Phone Number: _____
State Drivers Lic: # _____ **SSN:** _____
Hunting Permit: # _____ **Gun Permit: #** _____
Date: _____ Signature: _____

2.) Print Name: _____
Address: _____ City _____ State _____
Zip _____ Phone Number: _____
State Drivers Lic: # _____ **SSN:** _____
Hunting Permit: # _____ **Gun Permit: #** _____
Date: _____ Signature: _____

3.) Print Name: _____
Address: _____ City _____ State _____
Zip _____ Phone Number: _____
State Drivers Lic: # _____ **SSN:** _____
Hunting Permit: # _____ **Gun Permit: #** _____
Date: _____ Signature: _____



**FOR PARTICIPANTS OF MINORITY AGE
(UNDER AGE 18 AT THE TIME OF PARTICIPATION)**

This is to certify that I, as parent/guardian with legal responsibility for this Participant, do consent and agree to his/her release as provided above all the Ranch, and for myself, my heirs, successors, and assigns, I release and agree to indemnify and hold harmless the Ranch from any and all liabilities incident to my minor child's involvement or participation or visitation in these events and activities and/or the use of related real premises and personal property as provided above, even if arising from their negligence.

Printed Name of Parent/Guardian: _____

Address: _____ **City** _____ **State** _____

Zip _____ **Phone Number:** _____

State Drivers Lic: # _____ **SSN:** _____

Hunting Permit: # _____ **Gun Permit: #** _____

Date: _____ **Signature:** _____