

INDEMNITY, RELEASE OF LIABILITY AND ACCEPTANCE OF DANGERS AND RISKS

For and in consideration of the right to enter the Myrtle Valley Ranch located in Bandera County, Texas (hereinafter referred to as the "Subject Property") and in consideration of valuable consideration paid to MC Ranch Ltd. and /or any of its affiliated organizations, officers, partners, employees, and directors (hereinafter collectively referred to as the "Landowner"), the undersigned (hereinafter referred to as "I"), agree to the following terms and conditions, to-wit:

1. **No Warranty As To Condition of Premises.** Landowner has not made any representation, warranty or inducement to the undersigned with regard to the condition of the Subject Property, or the fitness of suitability of the Subject Property for the purposes for which I am to use it. I accept the Subject Property, WITHOUT WARRANTY, IN AN "AS IS", "WHERE IS" condition.
2. **Acceptance of Dangers and Risks.** I have been made aware of the fact that my entry upon the Subject Property exposes me to dangerous conditions, risks and hazards, whether blatant or visible, or know or unknown, including, but not limited to, firearms both on or off the Subject Property, poisonous snakes, insects, spiders, blinds, fires, tree stands, low-lying trees or branches, vehicles, erosion or general condition of the land, both on or off roadways or senderos, which may create rough, hazardous and dangerous driving, walking, animals both wild and domestic, deep water, mud and sand. I hereby expressly and knowingly assume and release you from all such dangerous conditions, risks and hazards which may be associated with the Subject Property and my entry upon and use of the Subject Property.
3. **Release and Indemnity.** No Landowner shall be liable to the undersigned or its heirs, distributees, guardians, legal representatives, or assigns, for any damage to property and injury to or death(s) of person(s) with respect to the undersigned due to the condition, state of repair or any defects of the Subject Property which may exist, both latent or visible, known or unknown. I hereby expressly assume all risks, damages to properties, liability, injury to and death(s) of person(s), either proximate or remote, by reason of the present or future condition of the Subject Property or the improvements thereon. I hereby release each Landowner for any and all damages to properties and death(s) of or injury to person(s) which are incurred by the undersigned while I am on the Subject Property or in any way related to the undersigned's access, entry or activities on the Subject Property, (including consequential, punitive and exemplary damages), as well as all risks, dangers and hazards accepted in paragraph 2 above and the condition of the Subject Property referenced in paragraph 1 above. **I, MY HEIRS, DISTRIBUTEES, GUARDIANS, LEGAL REPRESENTATIVES, OR ASSIGNS HEREBY INDEMNIFY AND HOLD HARMLESS MC RANCH, Ltd. ,AND/OR ANY OF ITS AFFILIATED ORGANIZATIONS, OFFICERS, PARTNERS, EMPLOYEES, DIRECTORS AND EACH LANDOWNER FROM AND AGAINST ALL SUITS, CLAIMS, AND ACTIONS OF EVERY KIND, DAMAGES, LOSSES, LIENS JUDGEMENTS, LIABILITIES AND EXPENSES (INCLUDING ATTORNEY'S FEES, COURT COSTS, COSTS OF INVESTIGATION, EXPERT FEES, HOSPITAL AND MEDICAL FEES) ASSERTED AGAINST AND LANDOWNER ON ACCOUNT OF ANY INJURIES TO OR DEATH(S) OF PERSON(S) OR DAMAGE TO PROPERTY WHICH ACCRUE OR ARE INCURRED BY THE UNDERSIGNED WHILE I AM ON THE SUBJECT PROPERTY OR IN ANY WAY RELATED TO MY ACCESS, ENTRY OR ACTIVITIES ON THE SUBJECT PROPERTY. ALL SUCH RELEASES AND INDEMNITIES GRANTED BY THE UNDERSIGNED TO EACH LANDOWNER IN THIS PARAGRAPH 3 SHALL INCLUDE DAMAGES, DEATHS AND INJURIES WHETHER CAUSED IN WHOLE OR IN PART BY ANY ACT OR OMISSION, WHETHER NEGLIGENT OR NOT, OR GROSSLY NEGLIGENT, BY ANY LANDOWNER OR WHETHER ARISING FROM STRICT LIABILITY. THE ONLY LIABILITIES WHICH ARE NOT COVERED BY THIS RELEASE AND INDEMNITY ARE THOSE RESULTING FROM THE SOLE, WILFUL MISCONDUCT OF A LANDOWNER.** I also agree that I will have no right or claim against Landowners for any injury, death or property damaged (whether

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caused by negligence, gross negligence or strict liability of Landowners for the condition of the Subject Property or any part thereof) by way of subrogation or assignment, and I hereby waive such rights. Notwithstanding anything to the contrary stated elsewhere herein, any release and indemnity given by the undersigned in this paragraph which accrues to Landowners also accrues to the joint venturers, agents, representatives, general manager, officers, partners, directors and employees of each of the Landowners.

4. I acknowledge that my right of access to the Subject Property can be terminated with or without cause by any of the Landowners. In the event that I am not allowed further access, I shall have no cause of action, damages, refund or claim against any Landowner. Such damages, claims, rights or privileges are hereby released and waived. I agree to pay the Landowner that was damaged or injured for any and all damages to any property or for injuries to or death(s) of any person(s) that is caused in whole or in part by me. This agreement shall inure to the benefit of each Landowner, their respective successors and assigns, officers, employees, agents representatives and directors.

IN WITNESS WHEREOF, the undersigned hereby executes this Agreement effective as of the _____ day of _____ 2007.

NAME PRINTED

SIGNATURE

DRIVER'S LICENSE NUMBER

WITNESS