

**ACKNOWLEDGEMENT OF RISK  
ASSUMPTION OF RISK & RESPONSIBILITY  
RELEASE OF LIABILITY**



**NAME OF GUEST:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**GUEST RELEASE, WAIVER & INDEMNITY AGREEMENT**

This Guest Release, Waiver & Indemnity Agreement (the "Agreement") is agreed to by the person whose signature is set forth at the end of this Agreement ("Guest"). Such Guest's signature shall not only be valid and binding upon Guest but Guest's signature shall also serve to contractually bind any all minor children under Guest's care, custody and control to the terms and conditions of this Agreement. Thus, as a condition precedent for 1) Guest entering onto any real property, structure or facility regardless of whether or not such is public or private, owned, leased or otherwise utilized by Texas Trail Rides, LLC) participating in any activities hosted or provided by Owner and/or Texas Trail Rides, LLC, Guest hereby agrees that he or she and any and all minor children in Guest's care, custody or control shall be bound by the terms and conditions set forth in this Agreement. The effective date ("Effective Date") of this Agreement is the earliest of (a) the date that this Agreement is signed by Guest, or (b) the earliest date that the Guest entered onto any location utilized by Texas Trail Rides, LLC for any event or activity.

**AGREED BACKGROUND FACTS**

**A.** Texas Trail Rides, LLC has entered into certain agreements with rural, residential and commercial property ("Property") owners ("Owners") which grant Texas Trail Rides, LLC certain rights to operate upon and use Owner's Property to conduct its business and to provide recreational activities to Texas Trail Rides, LLC's customers, guests and Guest. Such activities include, but are not limited to, operating all-terrain vehicles, riding horses, hiking, swimming, water sports (skiing, wakeboarding, etc....) fishing, hunting, shooting, dining, music and dancing to name but a few ("recreational activities"). The term "Owner", as used herein, shall mean and include the legal owner and any management company, operations group or entity of any parcel of real property upon which Texas Trail Rides, LLC conducts its business operations and/or hosts recreational activities. The Term Texas Trail Rides, LLC, as used herein, shall mean and include Texas Trail Rides, LLC and any officers, directors, owners, employees, contractors, wranglers, trainers, instructors, supervisors, coaches, parent companies, subsidiaries, attorneys, heirs, successors or assigns of Texas Trail Rides, LLC.

**B.** Guest desires to enter upon the Property for the purpose of attending and/or engaging in certain recreational activities on the Property. Owner and Texas Trail Rides, LLC are willing to allow Guest such entry, attendance and participation pursuant to the terms and conditions of this Agreement

**C.** In entering into this Agreement, it is of particular importance to Owner and Texas Trail Rides, LLC that: (1) Guest pays for any and all damages caused by Guest to any of Owner's or Texas Trail Rides, LLC's equipment, horses, vehicles, personal property and real property, including the costs/time incurred to repair any damages, (2) Owner and Texas Trail Rides, LLC and any and all officers, directors, owners, employees, contractors, wranglers, trainers, instructors, supervisors, coaches, parent companies, subsidiaries, attorneys, heirs, successors or assigns of Owner or Texas Trail Rides, LLC shall not be subject to any liability whatsoever arising from or related to Guest's entry, presence and/or participation in any activities on the Property.

**AGREEMENT**

**1. Permission.**

Subject to the terms and conditions of this Agreement, Owner and Texas Trail Rides, LLC hereby grants Guest, while Guest is on the Property, revocable permission to enter, conduct and participate in certain recreational activities on the Property as are permitted by Owner and Texas Trail Rides, LLC. This permission is automatically revoked if Guest violates the terms and conditions of this Agreement. In addition, this permission may also be revoked by Owner and Texas Trail Rides, LLC at any time, and for any reason.

Wrangler: \_\_\_\_\_

Guest Initial: \_\_\_\_\_

**TEXAS TRAIL RIDES, LLC**

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2. Terms Regarding Use.

Guest agrees to: conduct himself/herself in a proper manner at all times and to ensure the proper and safe behavior of any and all minor children who are in Guest's care, custody and control, to display courtesy and consideration in dealing with Owner and Texas Trail Rides, LLC and all representatives and guests of such entities, to observe and comply with such reasonable rules and regulations as may be may prescribed and communicated by oral or written notice by Owner and / or Texas Trail Rides, LLC, to obey all laws, regulations, licensing requirements, rules, and ordinances, (collectively "Laws") including all Laws pertaining to the taking of game and of the use of public and private lands, of the State of Texas and of the United States Department of the Interior. Guest shall not knowingly conduct or permit any illegal activity on the Ranch and shall be personally responsible for any violations whatsoever, to not create or to allow the creation of a nuisance, or allow any waste, injury or destruction to the Property or any property of the Owner and / or Texas Trail Rides, LLC, except for the taking of game and normal uses incident thereto as allowed by Law. Guest shall use all reasonable efforts to prevent and extinguish fires except designated and authorized campfires. Guest shall not cause or permit injury to fences, trees, buildings, or equipment. Guest are not to use or allow the use of the Property for any purpose other than is specifically set forth in this Agreement. Guest shall properly dispose of all litter, trash, and/or debris generated, created or caused by Guest at all times during Guest's presence on the Property. **SMOKING IS NOT PERMITTED on the Property.** Guest shall not alter or allow the alteration of any part of the Property or any improvements on the Property. Guest shall not bring any firearms or weapons on to property. Guest shall to leave all fences and gates as found (open if found open and closed if found closed), enter the Property only through those gates/entrances as instructed and, where possible, only drive on established paths and roads. Guest shall not drive over fields and/or ranges and must not be under the influence of any drugs that may impair skill or judgment. Guest shall closely supervise any and all children at all times while on the Property. Guest shall use caution and safe practices while operating vehicles and riding horses and shall only drive the vehicles and rides horses on trails and roads located throughout the property. Guest shall not move any vehicles or ride any horses off of the property. If refueling the vehicles, Guest shall only use unleaded gasoline, Guest shall only operate the vehicles pursuant to all government laws and regulations and pursuant to all recommendations from the manufacturer of the vehicles. The Guest will not allow any persons under the age of 18 to operate the vehicles and Guest will not use or carry any firearms while using the vehicles or riding the horses.

3. Acknowledgement of Danger/Assumption of Risk/Indemnity & Waiver.

**GUEST ACKNOWLEDGES AND AGREES THAT THE ACTIVITIES, VEHICLES, HORSES, SHOOTING FIREARMS AND THE PROPERTY ITSELF ARE INHERENTLY DANGEROUS AND THAT SERIOUS INJURY OR DEATH CAN RESULT FROM ENTRY UPON THE PROPERTY AND / OR PARTICAPATION IN ANY RECREATIONAL ACTIVITIES ON THE PROPERTY.**

The Property may or may not consists of undeveloped and untamed land, including but not limited to possible brush, boulders, watersheds, flood zones, flammable material, hills, ravines, caves, cliffs, holes, rivers, poisonous animals and insects, bats, and other domestic and/or wild animals, all of which may be dangerous, harmful or fatal to humans. The Property may also be a developed and/or commercial property with all risks and dangers associated with such as uneven walkways, steps, fountains, pools, stairs, elevators, escalators, etc..... Guest hereby acknowledges such potentially dangerous conditions and hereby assumes all risk and liability associated with same and agrees that Owner and Texas Trail Rides, LLC shall have no liability whatsoever with respect to any illness, injury, death or destruction to Guest, any minor children who are in Guest's care custody or control or Guest's property. Guest acknowledges that although Owner and Texas Trail Rides, LLC may have a greater knowledge of the Property than Guest that it is impracticable and impossible for Owner and Texas Trail Rides, LLC to list and/or to physically show Guest each and every possible hazard on the Property which is unknown to Guest. Guest enters

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onto the Property and conducts all activities, including but not limited to, any recreational activities (e.g., uses the vehicles and/or rides horses) despite the inherent dangers, whether disclosed or undisclosed, to Guest at Guest's own risk and without liability to Owner or Texas Trail Rides, LLC.

**TEXAS WARNING**

**UNDER TEXAS LAW, (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE) AN EQUINE ACTIVITY SPONSOR OR PROFESSIONAL SHALL NOT BE LIABLE FOR ANY INJURY TO, OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISK OF EQUINE ACTIVITIES**

Guest hereby acknowledges and recognizes that there is an inherent danger in horseback riding and being in the presence of horses, in general. Guest acknowledges that no warranty of any kind, express or implied, is made as to the habits, disposition, suitability, nature or physical or mental condition of any horse at Texas Trail Rides, LLC. Guest also recognizes there is an inherent danger to being outdoors on a remote ranch. You may encounter adverse weather conditions and other obstacles whether obvious or not and whether man made or natural. You may have contact, collide or encounter obstacles like livestock, other horses, wildlife, animals, ATV's, hikers, firearm noise, vehicles or encounter variations in terrain such as creeks, water, bridges, stumps, forest debris, rocks and cliffs. A horse, regardless of its training and usual past behavior, may act unpredictably at times based upon instinct or fright. A horse may do such things as unexpectedly bite, kick, buck, lie down, or stumble; saddles may slip and other tack or saddle problems may develop as a result of normal use and wear. Each of these obstacles, conditions, variations or dangers could cause you to be injured or lose control of your horse which may cause you to be thrown or fall from your horse. These risks may result in serious injury or death. Due to the remote location, difficulty of access and availability of adequate medical and evacuation services, additional risks may occur.

In recognition of the inherent risks involved in horseback riding and being in the presence of horses, Guest confirms that Guest is physically and mentally capable of participating in horseback riding. Guest assumes the risk of personal injury, accidents and/or illness including, but not limited to, sprains, torn muscles and/or ligaments, fractured or broken bones, eye damage, cuts, wounds, scrapes, abrasions, and/or contusions, dehydration, head, neck and/or spinal injuries, animal or insect bite or attack, shock, paralysis, drowning and/or death from participating in horseback riding or any other recreational activity while on the Property or participating in and event or outing put on by Texas Trail Rides, LLC. The intrinsic action of horseback riding requires that an equine carry and attempt to balance a load (the rider) while negotiating terrain, obstacles and the environment. The heavier the load the more difficult the task may become. Guest acknowledges by signing this document that Guest has been informed that individuals weighing over 200 pounds are at an additional risk to contribute to, cause and/or be involved in an equestrian accident. This includes the increased danger when mounting and dismounting a horse. Additionally, in the event of such an accident, the severity of any injury can be compounded by increased body weight. Guest acknowledges and chooses to participate fully knowing the additional risks associated with individuals who weigh more than 200 pounds and participate in horseback riding.

Guest Initial Here: \_\_\_\_\_

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Guest agrees that in consideration of Texas Trail Rides, LLC allowing its participation (or a child's in Guests care, custody or control, as the case may be) in this activity, under the terms set forth, Guest, the rider, (and/or parent or legal guardian thereof) for Guest and on behalf of any child in Guest's care, custody or control AGREES TO HOLD HARMLESS, RELEASE, AND DISCHARGE OWNER, TEXAS TRAIL RIDES, LLC., HYATT CORPORATION, KRISTINA DECKER, HILL ADAMS, WRANGLERS, INSTRUCTORS, GUIDES, ASSISTANTS, EMPLOYEES, CONTRACTORS AND/OR ASSOCIATES ORDINARY NEGLIGENCE; AND DO FURTHER AGREE THAT WE SHALL NOT BRING ANY CLAIMS, DEMANDS, LEGAL ACTIONS AND/OR CAUSES OF ACTION, AGAINST OWNER, TEXAS TRAIL RIDES, LLC., HYATT CORPORATION, KRISTINA DECKER, HILL ADAMS, WRANGLERS, INSTRUCTORS, GUIDES, ASSISTANTS, EMPLOYEES, CONTRACTORS AND/OR ASSOCIATES ORDINARY NEGLIGENCE AS STATED ABOVE IN THIS CLAUSE, AND FOR ANY ECONOMIC AND/OR NON-ECONOMIC LOSSES DUE TO BODILY INJURY, DEATH, PROPERTY DAMAGE SUSTAINED BY ME AND/OR MY MINOR CHILD OR LEGAL WARD IN RELATION TO THE PREMISES AND ACTIVITIES THAT OCCUR TO INCLUDE RIDING, HANDLING OR OTHERWISE BEING IN THE PRESENCE OF HORSES OWNED BY OR IN THE CARE, CUSTODY AND CONTROL OF TEXAS TRAIL RIDES, LLC., HYATT CORPORATION, KRISTINA DECKER, HILL ADAMS, WRANGLERS, INSTRUCTORS, GUIDES, ASSISTANTS, EMPLOYEES, CONTRACTORS AND/OR ASSOCIATES WHETHER ON OR OFF PREMISES.

GUEST HEREBY SPECIFICALLY ACKNOWLEDGES, AGREES AND STIPULATES THAT THE GUEST HAS CHOSEN OF HIS OR HER OWN FREE WILL AND ACCORD TO ENTER ONTO AND PARTICIPATE IN RECREATIONAL ACTIVITIES ON THE PROPERTY AND REALIZES THAT THERE ARE INHERENT DANGERS FROM DOING SO ON THE PROPERTY INCLUDING, BUT NOT LIMITED TO, DANGER OF ACCIDENTS FROM HORSES, DANGERS FROM TURNING THE VEHICLES OVER, THE INHERENT DANGER OF INJURY FROM ACCIDENTS INVOLVING THE HORSES AND/OR VEHICLES AND ANY OTHER DANGERS OF ANY NATURE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE DANGERS OF BODILY INJURY WHICH MAY OCCUR (SUCH AS, BUT NOT LIMITED TO, TRAVELING BY VEHICLE OR RIDING HORSES OVER ROUGH TERRAIN), OVEREXERTION OR EXCITEMENT AND THE RISK OF INJURY CAUSED BY OTHER GUESTS.

GUEST AGREES AT ALL TIMES TO USE EXTREME CAUTION AND CARE IN PROTECTING HIMSELF OR HERSELF OR ANY MINOR CHILDREN UNDER GUESTS CUSTODY CARE OR CONTROL, FROM THE VEHICLES, FIREARMS, HORSES, AND OTHERS AND THEIR PROPERTY FROM ACCIDENT OR BODILY INJURY.

Guest assumes full responsibility for all risk and liability in relation to the Property and all loss of or damage to the Property or injury to other persons or entitles related to Guest's entry upon and participation in any recreational activities on the Property including, but not limited to, injury or death arising out of Guest's presence or participation in said recreational activities.

Guest hereby agrees to and shall indemnify, defend and hold harmless Owner and Texas Trail Rides, LLC and any and all officers, directors, owners, employees, contractors, wranglers, trainers, instructors, supervisors, coaches, parent companies, subsidiaries, attorneys, heirs, successors or assigns of Owner or Texas Trail Rides, LLC from and against any and all claims, costs (including court costs, expert fees, and attorneys' fees), proceedings and liabilities whatsoever for and arising out of any such loss, damage, injury, or death related in any way to Guest's entry or mere presence upon the Property and / or participation in any activity whatsoever upon the Property, including but not limited to recreational activities, on the Property. Guest hereby further agrees that he or she hereby waives and releases any and all legal or equitable claims of whatever type, capacity or nature which he or she has or may have in the future, whether known or unknown, against Owner and Texas Trail Rides, LLC and any and all officers, directors, owners, employees, contractors, wranglers, trainers, instructors, supervisors, coaches, parent companies, subsidiaries, attorneys, heirs, successors or assigns of Owner or Texas Trail Rides, LLC, related or incident to Guest's entry or mere presence upon the Property and/or participation in any activity whatsoever upon the Property, including but not limited to recreational activities on the Property.

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GUEST HEREBY RELEASES FROM ANY LEGAL LIABILITY, AGREES NOT TO SUE, CLAIM AGAINST, ATTACK THE PROPERTY OF OR PROSECUTE AGAINST AND FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS OWNER, TEXAS TRAIL RIDES, LLC, HYATT CORPORATION, KRISTINA DECKER, HILL ADAMS, WRANGLERS, INSTRUCTORS, GUIDES, ASSISTANTS, EMPLOYEES, CONTRACTORS AND/OR ASSOCIATES FOR ANY INJURY OR DEATH CAUSED BY OR RESULTING FROM GUEST'S PARTICIPATION (OR A CHILD IN GUEST'S CARE, CUSTODY OR CONTROL) IN THE ACTIVITIES DESCRIBED ABOVE.

4. Disclaimer of Warranties. EXCEPT AS IS OTHERWISE SPECIFICALLY SET FORTH HEREIN, THE PROPERTY IS PROVIDED TO GUEST AND TEXAS TRAIL RIDES, LLC "AS IS" AND "WITH ALL FAULTS," WHETHER KNOWN TO OWNER, TEXAS TRAIL RIDES, LLC OR GUEST. Neither owner nor Texas Trail Rides, LLC makes any representations or warranties of any kind, whether express or implied (either in fact or by operation of law), with respect to the Property. Owner and Texas Trail Rides, LLC expressly disclaim all warranties or conditions of merchantability or fitness for a particular purpose, all warranties arising from conduct, course of dealing or custom of trade and all other warranties. Guest hereby acknowledges that: (a) neither Owner nor Texas Trail Rides, LLC is an insurer, (b) that Guest has not relied on any representations or warranties; and (c) that Guest has read and understands THIS AGREEMENT, which sets forth Owner's or Texas Trail Rides, LLC's maximum liability, if any, in the event of injury, death, loss or damage to Guest, Guest's personal property or any third party.

5. Disclaimer of Liability; Limitation of Liability. Neither Owner nor Texas Trail Rides, LLC shall be liable for any lost profits, lost revenues, losses or damages, whether direct, indirect, incidental, consequential, special or exemplary arising out of Owner's, Texas Trail Rides, LLC's or Guest's use of the Property, even if Owner, Texas Trail Rides, LLC and Guest have been advised as to the likelihood of such loss or damage. If, despite any of the other provisions of this Agreement, there shall be any liability of Owner or Texas Trail Rides, LLC to Guest, any minor children under Guest's custody, control or care or any other third party that arises out of or is in any way connected to this Agreement (including, but not limited to, the Property, Guest's entry and presence upon the Property and/or Guest's participation in any recreational activity upon the Property), Owner's and Texas Trail Rides, LLC's total aggregate liability for all any and all damages, losses and causes of action whether in contract, tort (including negligence) or otherwise, either jointly or severally, shall not exceed ONE THOUSAND UNITED STATES DOLLARS (\$1,000.00). Guest hereby acknowledges that the value of the consideration being provided by Guest or Guest's host or sponsoring organization is not sufficient to warrant Owner or Texas Trail Rides, LLC to assume any risk of consequential or other damages to Guest or any minor children under Guest's custody, control or care. Due to the nature of the PERMISSION by Owner and Texas Trail Rides, LLC to Guest hereunder, it is impracticable and extremely difficult to fix the actual damages, if any, which may result (proximately or otherwise) under this Agreement. This limitation of liability reflects an allocation of risk between the parties in view of the consideration provided, is not a penalty, and shall be exclusive. The limitations in this Agreement shall apply despite any failure of essential purpose of any limited warranty or remedy.

6. Fees to Prevailing Party; Venue/Jurisdiction; Choice of Law. In the event that either Owner, Texas Trail Rides, LLC or Guest files any suit or other legal proceeding to compel compliance with any term(s) of this Agreement to prevent or stop a breach of this Agreement, to obtain a judicial interpretation of the terms of the Agreement or for any other reason, the prevailing party in such suit or proceeding shall be entitled to an injunction and in addition, to its damages and costs of suit, reasonable experts' fees, attorneys' fees, and costs as determined by the Court. Jurisdiction and venue for any suit, action or legal proceeding shall be proper in one of the District Courts of Bastrop County, Texas. This Agreement, and all rights and obligations resulting therefrom, shall be interpreted and determined under the laws of the State of Texas.

Guest Initial Here: \_\_\_\_\_

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7. Entire Agreement; Modifications; Notifications; No Waiver/Bias. This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous written and/or oral agreements. Any modification, alteration, or supplement to this Agreement shall, to be effective, be in writing and signed by Owner, Texas Trail Rides, LLC and Guest. No failure by Owner or Texas Trail Rides, LLC to exercise any right or privilege at law or hereunder shall operate as a waiver of any right, option, power or privilege. This Agreement shall be construed without any bias with respect to who drafted this Agreement. This Agreement shall be valid and enforceable upon Guest's signature hereunder.

DATE: \_\_\_\_\_

PRINTED NAME OF RELEASEE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

CONTACT PHONE NUMBER: \_\_\_\_\_

**IF RELEASEE IS A MINOR, PLEASE COMPLETE:**

DATE: \_\_\_\_\_

PRINTED NAME OF GUARDIAN: \_\_\_\_\_

GUARDIAN SIGNATURE: \_\_\_\_\_

CONTACT PHONE NUMBER: \_\_\_\_\_



9606 Farm to Market Road 1826, Austin, Texas 78737  
512.697.9722

Guest Initial Here: \_\_\_\_\_