

HIDDEN FALLS RANCH
RELEASE AND INDEMNIFICATION AGREEMENT

The undersigned Indemnitor has requested permission to enter the property of Hidden Falls Ranch, a Texas non-profit corporation ("HFR"). The term "HFR" as used in this Agreement also includes the officers, directors, employees, shareholders, and agents of HFR. The term Ranch shall mean the property of **Hidden Falls Ranch** located in Armstrong County, Texas. The term "Indemnitor" shall include any minor children designated below, and the releases herein contained are expressly made for any injuries or loss occurring or resulting to said minor children, who shall be bound by all provisions hereof, as if they were adult Indemnitors.

The Indemnitor's right to enter the Ranch may be governed by a separate written agreement with HFR and the provisions hereof shall not be construed to grant any additional rights to Indemnitor.

HFR has given permission to the Indemnitor to enter the Ranch, subject however to the prior execution by the Indemnitor of this Release and Indemnification Agreement.

THEREFORE, in order to secure HFR's permission to enter the Ranch, the Indemnitor agrees as follows:

1. *Assumption of Risk.* The Indemnitor realizes that there are natural and man-made hazards on the Ranch, including intermittent streams and rivers with currents and water that may be deep or flood, hazardous driving and walking conditions, uneven terrain, the presence of wild, domestic, poisonous, or diseased animals, elevated hunting stands, and/or camouflaged sunken hunting blinds; and (b) camping, hiking, swimming, hunting, horseback riding, all-terrain-vehicle driving, and all other recreational activities engaged in at the Ranch are inherently dangerous activities involving the use of potentially lethal vehicles, animals, firearms, and other implements, as well as the presence of other persons with the same instrumentalities. The Indemnitor assumes all such dangers and risks. Horseback riding activities are expected to include riding onto the property of Adamah Land & Livestock Company ("Adamah"), a Texas corporation, which property abuts the Ranch to the east. For all purposes of the Release and Indemnification herein contained, the term "Adamah" shall include Adamah's officers, directors, employees, shareholders and agents. The Indemnitor further agrees and understands that the HFR and Adamah assume no liability for the safety of the Indemnitor and/or for the Indemnitor's property. The Indemnitor hereby releases, relinquishes and discharges the HFR and Adamah from any liabilities, damages or injury to the person and/or property of the Indemnitor occurring on the Ranch, or on Adamah's property.

2. *Indemnity.* The Indemnitor will indemnify, defend, and hold HFR and Adamah harmless against all causes of action, claims, demands, liabilities, losses, damages, injuries, and costs (collectively, "Claims") incurred by or alleged against HFR and Adamah and arising out of or relating to any act or omission of the Indemnitor or any of the Indemnitor's agents, employees, contractors, licensees, minor children, or visitors (collectively the "Indemnitor") while at the Ranch, including any Claims based on any (a) injury to or death of any person(s), (b) damage to or loss of property, or (c) failure of the Indemnitor to comply with any applicable laws or any applicable lease pertaining to the Ranch or to the property of Adamah.

3. *Children of the Indemnitor.* In addition, in the event that the Indemnitor has designated minor children under the age of eighteen (18) years, their names and ages are printed below and the Indemnitor agrees to indemnify and hold harmless HFR and Adamah from any and all Claims for injury to said children and/or for damage to or loss of said children's property which may occur while they are present on the Ranch or on the property of Adamah, whether or not such Claim shall be valid or groundless.

4. *Release.* The Indemnitor waives all Claims against HFR and Adamah and releases HFR and Adamah from any liability based on any (a) injury or death of the Indemnitor or the designated minor children, including all Claims for wrongful death or (b) damage to or loss of any property belonging to the Indemnitor. This Agreement is binding upon the estate of the Indemnitor, and the estate of any designated minor children.

5. *Negligence of HFR and Adamah.* *The Indemnitor expressly confirms that it is the intent of the Indemnitor that all indemnity obligations and liabilities assumed by the Indemnitor under the terms hereof shall be without monetary limit and that by executing this Agreement the Indemnitor expressly agrees to release and indemnify HFR and Adamah from and against the consequences of HFR's and Adamah's own negligence (whether such negligence is active or passive and whether such negligence is the sole proximate cause or a proximate cause jointly and concurrently with the negligence of the Indemnitor or others) resulting in the damages or injury to the person and/or property of the Indemnitor (and/or the minor children) covered by this Agreement. This Release and Indemnification Agreement shall be construed fairly and reasonably and neither more strongly for nor against either party.*

6. The Indemnitor further acknowledges and agrees that this Release and Indemnification Agreement is and shall remain effective for all entries onto the Ranch or the property of Adamah by the Indemnitor until permission to enter the Ranch or the property of Adamah is revoked by HFR and Adamah; provided, however, this Agreement shall not be construed as a continuing license for the Indemnitor to enter the Ranch or the property of Adamah. The Indemnitor acknowledges that the Indemnitor shall enter the Ranch or the property of Adamah only at such times and places and for only such purposes that may be specified by HFR and Adamah, as applicable. In the event the Indemnitor's right to enter the Ranch or the property of Adamah is pursuant to a separate written agreement, the Indemnitor shall enter the Ranch or the property of Adamah only in accordance with the terms of the written agreement.

