

## Defense, Indemnity, Arbitration Agreement & Maximum Damage Clause

1. Location: Grace Heritage Ranch (Grace), 27539 Old Alice Rd., Santa, Monica, Texas 78569
2. Purpose of Visit: A tour to visit a working homestead to experience the atmosphere and the animals.
3. Rules: For safety precautions, please comply with the rules hereto attached as **Exhibit "A"**.
4. Representations: The Person signing this document represents that:

A. He/She understands that Grace is a working homestead and participates in the tour voluntarily understanding that there may be/are dangers that may or may not be apparent.

B. He/She is fully competent, over the age of eighteen and authorized to sign this document on his/her behalf for him/herself and on behalf of those persons under his/her care. This means that he/she is responsible for each person's behavior and to attend to them if they are hurt. It also means that if he/she or those under his/her care damage/injure, or cause such damage/injury to any person and/or property, including animals, he/she must pay for same and defend Grace from any claims of Liabilities (see definition below).

C. Each person under his/her supervision has been given written permission from the parent/guardian of the person to attend and to execute this document, binding the parent/guardian of each person.

5. Reimbursement: You agree to abide by the rules and not damage or injure persons or property (including animals). You are responsible to pay/reimburse any damage caused by you and/or those under your supervision.

6. **NOTICE:** The Party(ies) are hereby placed on Notice of certain items (Not All Inclusive) that can be found at Grace that bear their own inherent risks: See attached **Exhibit "C"** for list.

7. Liabilities: Liabilities means and includes, but not limited to, any and all claims, damages, demands, actions, and causes of action in any way related to any loss, damage and/or injury, including death, that may be sustained

by any Party\* or the Party's property, while participating in any of Grace's tours, whether on or off Grace's Property. (including those persons under such Party's supervision).

8. Arbitration: Any dispute/claim/cause of action/damage against Grace not resolved between the claimant and Grace must be mediated and failing mediation, then must be arbitrated pursuant to Chapter 171, Texas Civil Practice and Remedies Code together with the following provisions: See **Exhibit "B"** attached.

9. Defense and Indemnity:

A. By attending the tour he/she accepts the risk to injury, if any, to his/her person (or to those for whom he/she is supervising) and agrees **TO DEFEND AND INDEMNIFY GRACE FROM ALL LIABILITIES (SEE DEFINITION ABOVE)**. The defense, indemnification and hold harmless is for the benefit of the Owners, officers, employee, agents and the property of Grace from and against any and all Liabilities (see definition above).

B. **THIS DEFENSE AND INDEMNITY APPLIES REGARDLESS OF WHETHER SUCH DAMAGE, LOSS AND/OR DEATH IS CAUSED BY THE NEGLIGENCE OF GRACE, OR OTHERWISE AND REGARDLESS OF WHETHER SUCH LIABILITIES (SEE DEFINITION ABOVE) ARISES IN TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE, TO THE FULLEST EXTENT ALLOWED BY LAW.**

10. **MAXIMUM DAMAGES: GRACE, ITS EMPLOYEES, OFFICERS, OWNERS AND/OR ASSIGNS WILL NOT BE LIABLE TO ANY PARTY FOR ANY LIABILITIES RELATING TO THEM AND/OR ITS PROPERTY, BEYOND \$500.00, WHICH PARTY AGREES WILL BE THE MAXIMUM DAMAGES THAT ANY PARTY MAY RECOVER FOR ANY AND ALL LIABILITIES.**

**Exhibit "A":** Rules: You are responsible for obeying the Rules. Persons, including persons under your care, must be supervised. Attending any tour(s) involving Grace is/are voluntary. Grace reserves the right to refuse service to anyone, at any time, for any reason and/or deny/stop participation or cease services entirely in the sole judgment of Grace's management, without any consequences or responsibility to Grace for such action.

1. Party grants Grace the right to photograph, audio tape or videotape the Party and all those under Party's supervision, and to use these images, recording and likenesses for promotional and other purposes.
2. Stay in vehicle until reaching designated parking area.
3. Leave snacks in vehicle.
4. Refrain from smoking.
5. Wash hands in designated area prior to tour.
6. Follow your guide and stay on path.
7. Not all areas are level; take care where you walk.
8. Wear appropriate footwear.
9. Children must stay with parents at all times.
10. Pay attention to warning signs.
11. Stay off fences/gates.
12. Stay away from bee hive areas.
13. Be gentle with animals while feeding/petting.
14. Only feed animals the food provided.
15. Picking up and chasing animals is prohibited.
16. Approach animals at your own risk.
17. Do not open anything that is closed/latched.
18. Residence area is off limits.
19. Attend to your allergies and medical needs. The nearest hospital is approximately 30 miles away.
20. Keep hydrated. Water is available.

**Exhibit "B":** Modifications to Chapter 171, Texas Civil Practice and Remedies Code:

1. Arbitration shall take place in Hidalgo County, Texas.
2. Within fifteen (15) days of being notified in writing that a Party chooses to apply the arbitration provision, the Parties will appoint an Arbitrator with not less than three (3) years working experience in the area of the dispute.
3. Failing a good faith effort to locate a person with the desired experience, or if any chosen Arbitrator cannot or will not serve, another Arbitrator must be named within five (5) days of such written notification. Failing to name a willing and able Arbitrator will subject nomination by a County or District Court Judge in Hidalgo County, Texas.

4. Notice by the Arbitrator for a hearing on the matter must be in writing not less than thirty (30) days prior to a hearing.

5. The Texas Rules of Civil Procedure for Discovery together with Subpoena and Subpoena Duces Tecum will apply to the Arbitration and time must be allowed for Interrogatories, Requests for Production, Admissions and Depositions. However, instead of thirty days to respond to Discovery only fifteen (15) days is allowed from date of actual receipt of the Discovery.

6. Discovery in the dispute must be completed not later than six (6) months and the dispute arbitrated to final award not later than nine (9) months from the time the Arbitrator is appointed.

7. The Arbitrator must follow Texas Law.

8. The Arbitrator does not have authority (i) to render a decision which contains a reversible error of state or federal law, or (ii) to apply a cause of action or remedy not expressly provided for under existing state or federal law.

**Exhibit "C":** List of Animals, Crops, Plant Life, and Feed at Grace includes but is not limited to the following:

Animals and Insects:

Dogs	Pigs	Scorpions
Cats	Goats	Spiders
Honeybees	Turtles	Wasps
Chickens	Lizards	Hornets
Geese	Snakes	Ants
Ducks	Beetles	Ticks
Turkeys	Grasshoppers	Etc.
Cattle	Butterflies	
Donkeys	Caterpillars	
Sheep	Praying Mantis	

Crops:

Hay	Mint	Beets
Squash	Cilantro	Spinach
Peas	Parsley	Pumpkins
Watermelon	Cucumber	Melons
Tomatoes	Collards	Tomatillos
Beans	Kale	Etc.
Okra	Lettuce	
Eggplant	Broccoli	
Carrot	Cabbage	
Basil	Cauliflower	

Plant life: Huisache, Mesquite, Cacti, Yucca, Agave, Mushrooms.

Feed: Oat groats, Sorghum, Layer feed, Chick starter, Goat minerals, Sweet feed, Alfalfa and Timothy hay.

Party(ies) over age of 18 and/or Parent/Guardian \*

Date:	
Signature:	
Printed Name:	
Signature:	
Printed Name:	
Address:	
Tel. Number:	

\*Schools are required to have a parent/guardian of each child sign this Agreement.

**\*ALL PROVISIONS OF THIS DOCUMENT BIND MYSELF, MY FAMILY, HEIRS AND PERSONAL REPRESENTATIVES.**

**Minor Children:**

Name	Age



27539 Old Alice Rd  
 Santa Monica, TX 78569  
 1-855-GHR-Tour / 1-855-447-8687

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