

RELEASE & WAIVER OF LIABILITY

In consideration of Grace Heritage Ranch, LLC (“GHR”) allowing me or my child to participate in certain Agritourism Activities and Farm Animal Activities (as defined in Tex. Civ. Prac. & Rem. Code §§ 75A.001 and 87.001) (together the “Activities”) at Grace Heritage Ranch (the “Ranch”), I hereby agree as follows:

A. Acknowledgement of Risks

- 1. I fully understand and hereby acknowledge that the Activities have inherent risks, dangers and hazards.
- 2. My own or my child’s participation in the Activities may result in injury, illness or death.
- 3. These risks may be the result of inherent risks from engaging in the Activities or may be caused by the negligence of GHR, its agents, or employees, or the sponsors, if any, of the Activities at the Ranch.

B. Assumption of Risks

- 1. I hereby assume all risks of danger or injury to myself and/or my child.
- 2. I hereby assume responsibility for all losses or damages involving myself or my child, regardless of cause.

C. Assumption of Liability. I acknowledge and agree to be held liable for any and all costs associated with any damage to equipment or facilities resulting of my or my child’s willful actions, neglect, or recklessness.

D. Conduct. I will comply with rules, both written and as stated to me by GHR staff during my participation in any and all of the Activities. I will obey the GHR staff in regards to those rules as they affect the safety of myself, other participants and observers, the property of GHR, and all animals and/or natural resources used in conjunction with the Activities.

E. Release from Liability. I, on behalf of myself, my child, my personal representatives, my equipment, my heirs and assigns, hereby voluntarily waive, release, discharge, hold harmless, defend and indemnify GHR, its agents, employees, officers, managers, and members from any and all claims, actions, losses for bodily injury, property damage, wrongful death, loss of services, or otherwise, which may arise from my own or my child’s participation in the Activities at the Ranch regardless of any negligent acts or omissions of GHR, its agents, officers, or employees.

F. Venue. The venue for any dispute arising out of this agreement shall be Hidalgo County, Texas.

G. Consent to Use of Image. I hereby authorize GHR to publish photographs or video recordings of myself and my child for use in GHR’s print, online, and video-based marketing materials.

AGREEMENT AND WARNING

I UNDERSTAND AND ACKNOWLEDGE THAT AN AGRITOURISM ENTITY IS NOT LIABLE FOR ANY INJURY TO OR DEATH OF AN AGRITOURISM PARTICIPANT RESULTING FROM AGRITOURISM ACTIVITIES. I UNDERSTAND THAT I HAVE ACCEPTED ALL RISK OF INJURY, DEATH, PROPERTY DAMAGE, AND OTHER LOSS THAT MAY RESULT FROM AGRITOURISM ACTIVITIES.

WARNING

UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), A FARM ANIMAL PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN FARM ANIMAL ACTIVITIES RESULTING FROM THE INHERENT RISKS OF FARM ANIMAL ACTIVITIES.

I have read this Release and Waiver and by signing it agree with its terms. It is my intention to exempt and relieve GHR from any and all liability related to my own or my child’s participation in any of the Activities at the Ranch.

Participant:

Name: _____ Age: _____

Address: _____

Phone No.: _____

Signature: _____ Date: _____

(For Participant under age of 18) Parent/Guardian Printed Name: _____