

FARM ANIMAL ACTIVITY RELEASE, WAIVER OF LIABILITY AND ASSUMPTION OF RISK

WARNING

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

I, the undersigned, together with any accompanying minor children (collectively, “**Guest**”), as a guest of Robert W. Higgins Family Ltd., d/b/a Dove Creek Ranch (“**Ranch**”) hereby expressly agree as follows:

1. ASSUMPTION OF RISK. I acknowledge that the activities at the Ranch, including but not limited to participation in farm animal activities (the “**Activity**”), have inherent risks and dangers, and that no amount of care, caution, instruction or expertise can fully eliminate such risks and dangers. I VOLUNTARILY ASSUME ANY AND ALL RISKS INVOLVED IN OR ARISING FROM MY ACTIVITY AND PRESENCE AT THE RANCH, INCLUDING BUT NOT LIMITED TO THE RISK OF PROPERTY DAMAGE OR DEATH OR PERSONAL INJURY TO GUEST AND GUEST’S ACCOMPANYING MINOR CHILDREN, whether or not caused by the negligence of the Ranch or its owners, agents, employees, officers, partners, representatives, assigns, members, parents, subsidiaries, affiliated organizations, insurers and others acting on Ranch’s behalf (the “**Associates**”).

2. RELEASE AND WAIVER OF LIABILITY. I WAIVE, DISCHARGE, AND RELEASE THE RANCH AND THE ASSOCIATES, OF ALL LEGAL LIABILITY, CLAIMS, DEMANDS, AND CAUSES OF ACTION, INCLUDING NEGLIGENCE, GROSS NEGLIGENCE, AND STRICT LIABILITY, THAT I MAY HAVE FOR ANY AND ALL DAMAGES AND INJURIES TO GUEST, GUEST’S ACCOMPANYING MINOR CHILDREN, OR GUEST’S PROPERTY, WHETHER THE SAME BE KNOWN OR UNKNOWN, ANTICIPATED OR UNANTICIPATED, WHILE PRESENT OR PERFORMING THE ACTIVITY AT THE RANCH. I WILL NOT SUE OR BRING ANY CLAIMS, DEMANDS, LEGAL ACTIONS AND/OR CAUSES OF ACTION AGAINST THE RANCH OR THE ASSOCIATES, FOR ANY ECONOMIC OR NON-ECONOMIC LOSSES DUE TO BODILY INJURY, DEATH, OR PROPERTY DAMAGE, SUSTAINED BY GUEST IN RELATION TO MY PRESENCE UPON THE PREMISES AND OPERATION OF THE RANCH.

I, BY SIGNING BELOW, AGREE THAT I (A) HAVE READ AND VOLUNTARILY SIGN THIS RELEASE; (B) UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT; (C) HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE; AND (D) INTEND THAT MY SIGNATURE IS A COMPLETE AND UNCONDITIONAL ASSUMPTION OF RISK AND RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Signed this _____ day of _____, 20____.

Guest’s Signature

Guest’s Printed Name

Guest’s Signature

Guest’s Printed Name

Minor Guest Name

Parent or Guardian’s Signature

Minor Guest Name

Parent or Guardian’s Signature

Minor Guest Name

Parent or Guardian’s Signature