

**CONSENT TO THE TERMS OF USE OF THE LONG ACRES RANCH
RELEASE, HOLD HARMLESS AND INDEMNITY AGREEMENT**

- 1) The Owner – The Henderson-Wessendorff Foundation (hereinafter, the “Owner”) is a non-profit, charitable organization that owns the property known as the Long Acres Ranch. The Owner manages Long Acres Ranch as a charitable use venue for the purpose of education, recreation, and other activities that support appreciation of nature, conservation, and preservation of open space.
- 2) **RELEASE, HOLD HARMLESS, AND INDEMNITY AGREEMENT** – As consideration for the Owner’s permission for me to enter upon and use the Facility and to participate in activities at the Facility, I, as Participant, agree to **RELEASE** and **HOLD HARMLESS** the Owner (and any of its employees, agents, or volunteers) from any and all liability, claims, costs and causes of action arising out of or related to any damages or personal injury, including death, that may be sustained by me while using the Facility or participating in activities on the Facility, or while traveling to or from the Facility, or in any way related to any activity or event at the Facility, and regardless of whether such damages or injury, including death, may result or is alleged to result in full or in part from the Owner’s (or its employees, agents, or volunteers) negligence or gross negligence or other wrongful act.
 Further, I agree to **INDEMNIFY** the Owner (and any of its employees, agents, or volunteers) from and against any and all claims, actions, costs, expenses, damages and liabilities arising from, connected with, or otherwise resulting from any damages or injury, including death, suffered by me at the facility, or while traveling to or from the Facility, or in any way related to any activity or event at the Facility, and regardless of whether such injury or damages, including death, may result or is alleged to result in full or in part from the Owner’s negligence or gross negligence or other wrongful act.
 My agreement to **INDEMNIFY** the Owner (and any of its employees, agents, or volunteers) for any and all claims, actions, costs , expenses, liabilities and damages includes, but is not limited to, liability or settlement payments made by the Owner (or any of its employees, agents, or volunteers) or the Owner’s (or any of its employees, agents, or volunteers) insurers, if any, as well as litigation defense costs and attorneys’ fees incurred by the Owner (or any of its employees, agents, or volunteers) or their insurers, if any, I further agree that I have read and understand this **RELEASE, HOLD HARMLESS, AND INDEMNITY** provision, and that it is conspicuous. All provisions of this Release, Hold Harmless and Indemnity Agreement also shall apply to any participant under the age of 18 listed below who either is my child or for whom I am guardian.
- 3) Acknowledgement of Consideration and Voluntary Signature – In signing this agreement, I acknowledge that I have read the entire agreement, understand it, and have voluntarily signed it as my own free act. The Owner have not made, and I have not relied upon, any oral representations different from the terms contained in this agreement. I understand that the Owner do not have to grant me access to the Facility and that I am signing this agreement in consideration for the Owner’s granting of permission for me to enter upon the Facility and to potentially participate in activities on or related to the Facility. I understand that I can choose not to sign this document and free myself from the terms and obligations of this document, but I will not then be granted access to the Facility.
- 4) Acknowledgement and Assumption of Risks – I understand that there are numerous dangerous conditions, risks and hazards (both natural and man-made) at and around the Facility, and that I may be exposed to dangerous water and terrain conditions, dangerous activities by myself and others (including but not limited to hiking, archery, shooting, swimming, canoeing, kayaking, camping, etc.), defective equipment, fall hazards, poisonous plants and animals, dangerous wildlife, and other risks. I voluntarily assume all risks and responsibility for any injury, death, or damages arising out of or related to the property of or the activities on the Facility.
- 5) Severability – I expressly agree that these terms of use of the Long Acres Ranch, including the Release, Hold Harmless and Indemnity Agreement, are intended to be as broad and inclusive as is permitted by the law of the State of Texas and that if any part of any provision is held to be invalid, it is agreed that all other provisions shall continue in full legal force and effect, notwithstanding any invalid provision.

BEFORE SIGNING, READ THIS ENTIRE DOCUMENT VERY CAREFULLY. By signing this document, you are giving up legal rights which you might otherwise have possessed. In addition, you might be incurring legal liabilities that you might not otherwise have. If you do not understand anything in this document, you should not sign it, and instead should consult a legal advisor.

Date Signed _____ Effective for up to one year from date signed. Initial _____
 N/A

_____ Print Name of Adult Participant (if applicable)

_____ Print Name of Youth Participant*

_____ Print Name of Youth Participant*

_____ Print Name of Youth Participant*

_____ Print Name of Parent/Guardian*

X
ADULT PARTICIPANT OR PARENT/GUARDIAN SIGNATURE*

_____ EMERGENCY CONTACT/RELATIONSHIP

_____ EMERGENCY PHONE NUMBER

* A Parent or Guardian signature is required for all participants under the age of 18 years old.