

SISTERDALE REALTY, L.L.C.

RELEASE AND INDEMNITY AGREEMENT

In consideration of the right to temporarily occupy and enjoy the property located in Kendall County, Texas owned by SISTERDALE REALTY, L.L.C. (the "Premises"), the undersigned hereby agrees with SISTERDALE REALTY, L.L.C., FORGASON FAMILY LIMITED PARTNERSHIP and CAROLINE A. FORGASON and their members, partners, employees, agents, successors and assigns (herein referred to as the "Released Persons"), on behalf of myself, my heirs, assigns, personal representatives and estate, as follows:

ACKNOWLEDGEMENT AND ACCEPTANCE OF RISK

I understand and acknowledge that the recreational activities I am about to voluntarily engage in entail certain inherent risks which could result in personal injury, mental distress, death, illness or disease, or property damage. These risks include, but are not limited to, the following: (1) with respect to horses, the propensity of a horse to behave in ways that may result in injury, harm, or death to persons on or around the horse; (2) with respect to horses, the unpredictability of a horse's reaction to such things as sounds, sudden movement and unfamiliar objects, persons, or other animals; (3) with respect to horses, collision with other animals or objects; (4) certain hazards such as surface and sub-surface conditions and conditions of lakes, roads, trails, waterways or terrains, including flash floods or high water in creeks; (5) inclement weather conditions; (6) temperature extremes; (7) fences, stalls, or pens that contain wire, metal, or wooden construction material; (8) latent or apparent defects or conditions in property or equipment supplied, and the use or operation of such equipment, (9) the potential of the participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over an animal or not acting within his or her ability with the possibility that I may encounter variations in terrain that are my responsibility and with me assuming these risks including creeks, water, bridges, traveled roads, stumps, forest growth, debris, rocks and cliffs, and other obstacles whether they are obvious or not obvious, man-made or natural; (10) acts of other participants; (11) hiking in rugged country; (12) encounters with wildlife, animals, and insects; and (13) the unavailability of immediate medical attention in the wilderness in case of injury. I understand and acknowledge that the above list is not complete or exhaustive, and that other risks known or unknown, identified or unidentified, may also result in personal injury, mental distress, death, illness or disease, or property damage.

Being aware that my activities on the Premises entail special risks, I agree, covenant and promise to accept and assume all responsibility and risk for personal injury, mental distress, death, illness or disease, or property damage arising from my participation in these activities. My participation in these activities is purely voluntary; no one is forcing me to participate in these activities.

RELEASE AND INDEMNIFICATION

I hereby voluntarily release and forever discharge the Released Persons and all other persons or entities which could or may assert claims or cross-claims against any of the Released Persons, from any and all liability, claims, demands, actions or rights of action which are related to, arise out of, or are in any way connected with my participation in these activities, **INCLUDING**

SPECIFICALLY BUT NOT LIMITED TO THE NEGLIGENT ACTS OR OMISSIONS OF THE RELEASED PERSONS, for any and all personal injury, mental distress, death, illness or disease, and property damage.

I further agree, promise and covenant to hold harmless and indemnify the Released Persons from and against any and all liability, losses, or damages **WHETHER OR NOT RESULTING FROM THE NEGLIGENCE OF SISTERDALE, L.L.C.** that the Released Persons may sustain as a result of claims, demands, costs, or judgments arising from my occupation and use of the Premises. I further agree to reimburse the Released Persons for any attorneys' fees or court costs incurred for purposes of resisting, adjusting, or compromising any such claims or demands.

I further agree, promise and covenant not to sue, assert or otherwise maintain or assert any claim against the Released Persons, for any personal injury, mental distress, death, illness or disease, and property damage arising from or connected with my participation in these activities.

ACKNOWLEDGEMENT OF EFFECT OF THIS AGREEMENT

I understand and acknowledge that by signing this document I have given up certain legal rights and/or possible claims which I might otherwise assert or maintain against the Released Persons, including specifically, but not limited to, rights arising from or claims for the acts or omissions of the Released Persons.

I understand that this is the entire agreement between myself and the Released Persons, and that it cannot be modified or changed in any way by the conduct, representations or statements of any Released Person or by me. If any provision of this Agreement is invalid, illegal or unenforceable, the balance of this Agreement shall remain in effect, and if any provision is inapplicable to any person or circumstance, it shall nevertheless remain applicable to all other persons and circumstances.

STATUTORY WARNINGS

WARNING PURSUANT TO CHAPTER 75A OF THE TEXAS CIVIL PRACTICE AND REMEDIES CODE

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 PURSUANT TO CHAPTER 87 OF THE TEXAS CIVIL PRACTICE AND REMEDIES CODE

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.

My signature below indicates that I have read this entire document, understand it completely and agree to be bound by its terms. If I am signing on behalf of a minor child as parent or guardian, I understand that I am agreeing and releasing important legal rights both on behalf of the minor child and myself as parent or guardian of that child (including without limitation claimed loss of consortium).

SIGNATURE OF GUEST: _____ DATE: _____

SIGNATURE OF GUEST: _____ DATE: _____

SIGNATURE OF GUEST: _____ DATE: _____

SIGNATURE OF EACH PARENT AND GUARDIAN (if any guest is under age 18):

_____ DATE: _____

_____ DATE: _____

SIGNATURE OF WITNESS: _____ DATE: _____

If any participant is a minor child, **each** parent (including divorced parents) and guardian must separately sign this Agreement.