

## WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

THIS AGREEMENT is for property owned by the "Little L Land Conservancy, LLC" and operating under the name of Little L Ranch, hereafter referred to as "the RANCH". Managers of the RANCH are Sherry Walker, Robert Walker, Kaitlyn Walker, and Austin Walker. Any manager can give his or her consent on behalf of the ranch.

### PREFACE:

- The RANCH is an active Texas farming, ranching and Agritourism operation bordering the Brazos River. As such it may have domestic livestock, as well as wildlife that should be considered dangerous and only observed at a safe distance.
- The ecology of the ranch is mostly unimproved, and as such may contain unknown hazards and dangerous waters.
- As a condition of participation in any activity held on the RANCH, you agree to accept the AS-IS condition.
- The RANCH has no obligation to warn of dangerous conditions, whether latent or patent, that may exist upon the land.
- The use of existing RANCH photography/bird/deer observation blinds, or any man-made structure is at your own risk.
- All farm/ranch equipment and housing structures are off limits unless use is verbally authorized in advance.
- No open fires are allowed during a Somervell or Bosque County fire ban, or when wind exceeds 12 MPH. Any campfire must be safely contained in a dugout depression with rock or dirt boundaries to prevent escape. In addition, water should be kept near to extinguish any escaped embers. Ensure fire is extinguished prior to leaving the camp area.
- No fireworks allowed, and no open carry or hunting without prior approval.
- You may drive your vehicle at your own risk. However, many areas are going through a period of native grass/flower recovery, and some areas contain sensitive riparian plants, we therefore appreciate your adhering to established roads and trails. ATV's and UTV's are not allowed without prior approval.
- Please feel free to fish, hike, and take pictures. If you come across an artifact (such as an arrowhead, antique, etc.) please take a picture, mark the site with a GPS coordinate, place a flag or tie a piece of cloth near, and report the location to a ranch manager for documentation.
- Advise Robert Walker 713-385-7623, or Sherry Walker 713-385-7640 when entering the RANCH, so that we may advise others that may be present on the property. **(Not required during organized river cleanup/campout event)**

### WAIVER:

In consideration for receiving permission to participate as a guest of the RANCH, I agree that I am fully aware of the risk and hazards connected with visiting a rural property (the RANCH). I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the RANCH, it's owners (collectively or individually) and/or their families, their estate, heirs and assigns, or its employees (hereafter referred to as (RELEASEES) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or any of the property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, while participating in any activity, or while in, on or upon the premises where the activity is being conducted.

By signing this release, I acknowledge and represent that I have read the foregoing Waiver of Liability and Hold Harmless Agreement. I am agreeing to waive, I understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate, and complete consideration fully intending to be bound by same.

Signed on this \_\_\_\_\_ day of \_\_\_\_\_ .

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Address and phone  
\_\_\_\_\_

If applicable: Name of minor child you are signing for \_\_\_\_\_.