

**INDEMNITY, RELEASE OF LIABILITY
AND ACCEPTANCE OF DANGERS AND RISKS**

For and in consideration of the right to enter Red Belly Ranch, located in Fayette County, Texas (hereinafter referred to as the "Subject Property") and in consideration of valuable consideration paid to Jeff Parker, EIF with Jeff Parker, LLC, Explore in Focus™ and /or any affiliated organizations, officers, partners (including Mary O. Parker), employees, and directors (hereinafter collectively referred to as the "Landowner"), the undersigned (hereinafter referred to as "I"), agrees to the following terms and conditions, to-wit:

1. **No Warranty As to Condition of Premises.** Landowner has not made any representation, warranty or inducement to the undersigned with regard to the condition of the Subject Property, or the fitness of suitability of the Subject Property for the purposes for which I am to use it. I accept the Subject Property, WITHOUT WARRANTY, IN AN "AS IS," "WHERE IS" condition.
2. **Acceptance of Dangers and Risks.** I have been made aware of the fact that my entry upon the Subject Property exposes me to dangerous conditions, risks and hazards, whether blatant or visible, or known or unknown, including, but not limited to ants, bees, wasps, other insects, venomous snakes, spiders, low-lying trees or branches, vehicles, holes, erosion or general condition of the land (both on or off driveways or pathways) which may create rough, hazardous and dangerous driving and/or walking, animals both wild and domestic, water, mud and sand, pollen, stickers, thorns, and other conditions associated with rural land.

I hereby expressly and knowingly assume and release you, the Landowner, from such risks and hazards which may be associated with the Subject Property and my entry upon and use of the Subject Property.

3. **Release and Indemnity.** Landowner shall not be liable to the undersigned or its heirs, distributees, guardians, legal representatives, or assigns, for any damage to property, mental anguish, and injury to or death(s) of person(s) with respect to the undersigned due to the condition, state of repair or any defects of the Subject Property which may exist, both latent or visible, known or unknown. I hereby expressly assume all risks, damages to properties, equipment, liability, injury to and death(s) of person(s), either proximate or remote, by reason of the present or future condition of the Subject Property or the improvements thereon. I hereby release Landowner for any and all damages to properties, equipment, mental anguish and death(s) of or injury to person(s) which are incurred by the undersigned while I am on the Subject Property or in any way related to the undersigned's access, entry or activities on the Subject Property, (including consequential, punitive and exemplary damages), as well as all risks, dangers and hazards accepted in paragraph #2 above and the condition of the Subject Property referenced in paragraph #1 above.

I, MY HEIRS, DISTRIBUTEES, GUARDIANS, LEGAL REPRESENTATIVES, OR ASSIGNS HEREBY INDEMNIFY AND HOLD HARMLESS JEFF PARKER, RED BELLY RANCH, EXPLORE IN FOCUS™, EIF with JEFF PARKER, LLC, AND/OR ANY OF HIS/ITS AFFILIATED ORGANIZATIONS, OFFICERS, PARTNERS (including MARY O. PARKER), EMPLOYEES, AND DIRECTORS. I, MY HEIRS, DISTRIBUTEES, GUARDIANS, LEGAL REPRESENTATIVES, OR ASSIGNS HEREBY INDEMNIFY AND HOLD HARMLESS THE LANDOWNER FROM AND AGAINST ALL SUITS, CLAIMS, AND ACTIONS OF EVERY KIND, DAMAGES, LOSSES, LIENS JUDGEMENTS, LIABILITIES AND EXPENSES (INCLUDING ATTORNEY FEES, COURT COSTS, COSTS OF INVESTIGATION, EXPERT FEES, HOSPITAL AND MEDICAL FEES) ASSERTED AGAINST AND LANDOWNER ON ACCOUNT OF ANY INJURIES TO OR DEATH(S) OF PERSON(S) OR DAMAGE TO PROPERTY OR EQUIPMENT WHICH ACCRUE OR ARE INCURRED BY THE UNDERSIGNED WHILE I AM ON THE SUBJECT PROPERTY OR IN ANY WAY RELATED TO MY ACCESS, ENTRY OR ACTIVITIES ON THE SUBJECT PROPERTY. ALL SUCH RELEASES AND INDEMNITIES GRANTED BY THE UNDERSIGNED TO EACH LANDOWNER IN THIS PARAGRAPH # 3 SHALL INCLUDE DAMAGES, DEATHS AND INJURIES WHETHER CAUSED IN WHOLE OR IN PART BY ANY ACT OR OMISSION, WHETHER NEGLIGENT OR NOT, OR GROSSLY NEGLIGENT, BY ANY LANDOWNER OR WHETHER ARISING FROM STRICT LIABILITY. I also agree that I will have no right or claim against Landowner for any injury, death or property/equipment damaged (whether caused by negligence, gross negligence or strict liability of Landowner for the condition of the Subject Property or any part thereof) by way of subrogation or assignment, and I hereby waive such rights.

***** The undersigned is waiving negligence claims, gross negligence claims, personal injury claims, and mental anguish claims.**

4. **IN WITNESS WHEREOF**, the undersigned hereby executes this Agreement effective as of the

_____ day of _____ 20_____.

PRINTED NAME

PRINTED NAME OF WITNESS

SIGNED NAME

SIGNED NAME OF WITNESS