

RELEASE OF CLAIMS, WAIVER OF LIABILITY, & INDEMNITY

NOTICE – READ BEFORE SIGNING

THIS RELEASE OF CLAIMS, WAIVER OF LIABILITY, & INDEMNITY AGREEMENT (THIS "AGREEMENT") LIMITS OR ELIMINATES YOUR RIGHT TO THE RECOVERY OF DAMAGES IN THE CASE OF PERSONAL INJURY, DEATH, OR DAMAGE TO YOUR PERSON OR PROPERTY. IF YOU HAVE ANY QUESTIONS ABOUT THIS AGREEMENT, YOU SHOULD CONSULT WITH YOUR ATTORNEY BEFORE SIGNING IT.

I. DEFINITIONS

As used in this Agreement, each of the following terms shall have the meanings hereinafter set forth, unless a different meaning is plainly required by the context:

TERM	DEFINITION										
Activities	The term, " Activities " shall mean one or both of the following: 1. Non-Hunting Activities: Activities including but not limited to "off roading", "four wheeling", "wheeling" and/or "rock crawling," in four wheel drive motor vehicles , all terrain type vehicles, trail motorcycles as well as the assorted activities related to that sport such as camping, hiking and spectating; or 2. Hunting Activities: Activities including but not limited to attempting to shoot, shooting, being a spectator while others are attempting to shoot or are shooting firearms, or hunting in a social or sporting environment.										
Agreement	This Release of Claims, Waiver of Liability, & Indemnity Agreement.										
Con Safo Ranch	Approximately 5,367 acres of land in Val Verde County, Texas owned by Con Safo, Ltd., a Texas limited partnership.										
Minors	<p style="text-align: center;"><i>(Persons under 18 years of age who are accompanying Releasor.)</i></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">CHILD NAME</th> <th style="width: 50%;">PARENT OR LEGAL GUARDIAN</th> </tr> </thead> <tbody> <tr> <td>1. _____;</td> <td>1. _____;</td> </tr> <tr> <td>2. _____;</td> <td>2. _____;</td> </tr> <tr> <td>3. _____;</td> <td>3. _____;</td> </tr> <tr> <td>4. _____.</td> <td>4. _____.</td> </tr> </tbody> </table>	CHILD NAME	PARENT OR LEGAL GUARDIAN	1. _____;	1. _____;	2. _____;	2. _____;	3. _____;	3. _____;	4. _____.	4. _____.
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2. _____;	2. _____;										
3. _____;	3. _____;										
4. _____.	4. _____.										
Releasees	<p style="text-align: center;"><i>(The following persons or entities, jointly and severally.)</i></p> <ol style="list-style-type: none"> 1. Con Safo, Ltd, a Texas limited partnership; 2. Raymond & Sons, L.L.C., a Texas limited liability company; 3. James M. Raymond, James F. Raymond, Michael L. Raymond, and Donna G. Raymond; 4. All partners, officers, directors, shareholders, members, owners, employees, agents, contractors, heirs, executors, personal representatives, successors, assigns, and any affiliated organizations or companies of any one, several, or all of the persons/entities named above. 										
Releasor	<p style="text-align: center;"><i>(Visitor name and information)</i></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">ITEM</th> <th style="width: 70%;">DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Name</td> <td style="text-align: center;">_____</td> </tr> <tr> <td style="text-align: center;">Address</td> <td style="text-align: center;">_____</td> </tr> <tr> <td style="text-align: center;">Telephone Number</td> <td style="text-align: center;">_____</td> </tr> </tbody> </table>	ITEM	DESCRIPTION	Name	_____	Address	_____	Telephone Number	_____		
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II. RELEASE/WAIVER/INDEMNITY

Releasor desires to enter and engage in Activities on the Con Safo Ranch. **Releasor** has requested and has been given permission to enter the Con Safo Ranch and use the premises for the Permitted Activities. **Releasor** recognizes and understands that many of the Activities can be extremely dangerous in nature and can cause significant injury to person and/or property.

Releasor further recognizes and understands that due to the terrain of the Con Safo Ranch, vehicle roll-overs, falls, rattlesnake encounters, and/or spider/insect encounters may occur that may result in serious injury or death.

Releasor further recognizes and acknowledges that even as a spectator, the sport of "off roading" often times results in significant property damage to the off-roader's vehicle and can result in serious injury and/or death to spectators/participants by vehicle roll-overs, snapped winch cables, broken parts, flying objects, rock slides, submersion in water, snake bites, etc. and in exchange for the use of the Con Safo Ranch premises, **Releasor** hereby

voluntarily releases and waives any claims of liability and/or negligence that he or she may now or hereafter have against *Releasees*, for any and all personal injuries and property damages sustained by *Releasor* while on the premises of the Con Safo Ranch.

In consideration of being allowed to use the facilities of Con Safo Ranch for the Permitted Activities, *Releasor* on behalf of *Releasor* and his or her heirs, executors, personal representatives, and next of kin hereby releases, waives, discharges, and covenants not to sue *Releasees* from any and all claims for negligence by *Releasees* or from any liability to *Releasor* or *Releasor's* heirs, executors, personal representatives, or next of kin for any and all loss or damage and for any claims of loss or damage therefrom, and/or on account of injury to the person or property of *Releasor*, while *Releasor* is on the Con Safo Ranch, or is using its property, equipment or facilities.

Releasor assumes full responsibility for any risk of bodily injury, death or property damage to *Releasor* while on the Con Safo Ranch and/or while engaging in any of the Permitted Activities on the Con Safo Ranch. *Releasor* consents, and agrees that this Release shall be effective for each time during this calendar year that *Releasor* enters the Con Safo Ranch.

RELEASOR AGREES AND UNDERSTANDS THAT RELEASEES ASSUME NO LIABILITY FOR RELEASOR'S SAFETY NOR FOR RELEASOR'S PROPERTY. RELEASOR HEREBY AGREES TO WAIVE AND DOES HEREBY WAIVE ANY RIGHT TO ASSERT ANY CLAIM AGAINST THE RELEASEES, AND RELEASOR DOES HEREBY RELEASE THE RELEASEES FROM ANY LIABILITY FOR ANY DAMAGES TO RELEASOR'S PROPERTY, OR FOR INJURY TO RELEASOR'S PERSON OCCURRING ON THE CON SAFO RANCH, REGARDLESS OF WHETHER THE INJURY OR DAMAGE RESULTS FROM THE RELEASEES' NEGLIGENCE OR GROSS NEGLIGENCE. RELEASOR HEREBY WAIVES, FOR HIMSELF OR HERSELF, AND FOR HIS OR HER HEIRS, EXECUTORS, LEGAL REPRESENTATIVES, SUCCESSORS, AND ASSIGNS, ALL RIGHTS TO PRESENT OR PROSECUTE ANY CLAIM AGAINST, OR TO SUE, OR ATTACH ANY OF THE PROPERTY OF, OR TO PROSECUTE THE RELEASEES IN ANY MANNER WHATSOEVER.

Initials of
Releasor

Releasor agrees to and does hereby indemnify and hold *Releasees* harmless from any and all actions or causes of action, claims, demands, liabilities, loss, damage, injury, costs or expenses of whatever kind or nature, including costs of litigation, attorneys fees and reasonable expenses incurred in connection therewith, for injury to *Releasor* and/or for damage to or loss of *Releasor's* property occurring on the Con Safo Ranch, whether or not any such action, claim, demand, loss, damage, or injury claim shall be valid or groundless.

Releasor expressly agrees this release is intended to be as broad and inclusive as allowed by the laws of the State of Texas and that, if any portion of this Agreement is held to be invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

In addition, if *Releasor* is accompanied by Minors, their names and ages are printed in Article I hereof, and *Releasor* agrees to and does hereby indemnify and hold *Releasees* harmless from any and all actions or causes of action, claims, demands, liabilities, loss, damage, injury, cost or expense of whatever kind or nature, including costs of litigation, attorney's fees and expenses in connection therewith for injury to said Minors and/or for damage to or loss of said Minors' property which may occur while they are present on the Con Safo Ranch, whether or not such action, claim, demand, loss, damage, or injury claim shall be valid or groundless.

RELEASOR EXPRESSLY CONFIRMS THAT IT IS HIS INTENT THAT ALL INDEMNITY OBLIGATIONS AND LIABILITIES THAT RELEASOR HAS ASSUMED UNDER THE TERMS OF THIS AGREEMENT SHALL HAVE NO MONETARY LIMIT. RELEASOR FURTHER CONFIRMS THAT BY EXECUTING THIS AGREEMENT, RELEASOR EXPRESSLY AGREES AND OBLIGATES HIMSELF TO, AND DOES HEREBY RELEASE AND INDEMNIFY THE RELEASEES FROM OR AGAINST THE CONSEQUENCES OF THE RELEASEES' OWN NEGLIGENCE (WHETHER SUCH NEGLIGENCE IS ACTIVE OR PASSIVE, AND WHETHER SUCH NEGLIGENCE IS THE SOLE PROXIMATE CAUSE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH RELEASOR'S NEGLIGENCE OR THE NEGLIGENCE OF OTHERS) WHICH RESULTS IN DAMAGES OR INJURY TO RELEASOR'S PERSON OR PROPERTY (AND/OR DAMAGE OR INJURY TO THE PERSON OR PROPERTY OF THE MINORS COVERED BY THIS AGREEMENT).

Initials of
Releasor

This release contains the entire agreement between the parties and this agreement, and the terms of this release, are contractual and not mere recitals. This release will be construed in accordance with the laws of the State of Texas, and *Releasor* consents to venue in Val Verde County, Texas.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY, A WAIVER OF CLAIMS, AND IS A CONTRACT BETWEEN MYSELF AND RELEASEES, THE CON SAFO RANCH, AND ITS OWNERS AND OPERATORS, AND I HAVE SIGNED IT OF MY OWN FREE WILL.

CON SAFO, LTD. / CON SAFO RANCH	RELEASOR
Representative Signature: _____	Releasor Signature: _____
Printed Name: _____	Printed Name: _____

IF UNDER 18 YEARS OF AGE, A NOTARIZED SIGNATURE OF A PARENT OR GUARDIAN IS REQUIRED.

Printed Name: [CHILD'S NAME] _____

PARENT OR LEGAL GUARDIAN _____

SUBSCRIBED and sworn to before me, the undersigned Notary Public on this _____ day of _____, 2011.

(Seal)

Notary Public