**RELEASE OF LIABILITY, HOLD HARMLESS AND**

**INDEMNIFICATION AGREEMENT**

**Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **First Middle Last**

**Spouse: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **First Middle Last**

**Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **State:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Zip Code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Phone Number: ( )**

Welcome to the Rocking U Ranch (hereinafter referred to as the “Lodge” or “Ranch”)! We hope that you will enjoy the recreational activities available at the Ranch. As a condition of your coming on the Ranch, you acknowledge that you have read and agree to all the terms and conditions herein. The environment of the Ranch is harsh and can be dangerous. In many places on the Ranch, you may be completely out of touch with anyone who can come to your aid in an emergency. When on the Ranch, you are responsible for your own safety.

IN EXCHANGE FOR BEING ALLOWED ACCESS TO THE RANCH FOR “RECREATIONAL ACTIVITIES” (AS SUCH TERM IS DEFINED IN CHAPTER 75 OF THE TEXAS CIVIL PRACTICE AND REMEDIES CODE)[[1]](#footnote-1), OR ACCESS TO THE RANCH FOR ANY OTHER ACTIVITY, YOU (THE UNDERSIGNED) AGREE TO ASSUME SOLE RESPONSIBILITY FOR PROPERTY DAMAGE TO YOUR PROPERTY AS WELL AS OTHERS, INCLUDING THE RANCH, AS WELL AS ANY OTHER LOSS, BODILY INJURY, OR DEATH OCCURRING DURING, OR IN CONNECTION WITH, (A) YOUR PRESENCE ON THE RANCH PREMISES, AND/OR (B) ANY ITEM, SERVICE, FACILITY OR ACTIVITY PROVIDED BY, OR ANY ACT OR OMISSION OF THE RANCH OR ITS OWNERS: SILESIA PROPERTIES, LP, URBAN CONCRETE CONTRACTORS, LTD, U-5 GP, LLC, U BAR 5 PROPERTIES, LLC, RONALD D. URBANCZYK, TERRY G. URBANCZYK, KRISTEN ALJOE AND THEIR RESPECTIVE SHAREHOLDERS, PARTNERS, MEMBERS, AGENTS, EMPLOYEES, , AND THEIR FAMILY MEMBERS, HEIRS, DEVISEES, AND BENEFICIARIES, AND THEIR RESPECTIVE AGENTS AND/OR TRUSTEES, AND ANY OTHER PERSON OR ENTITY OWNING ANY INTEREST IN THE RANCH (ALL HEREIN REFERRED TO AS THE “OWNERS”),REGARDLESS OF WHERE PROVIDED OR WHERE OCCURRING. BY YOUR SIGNATURE BELOW, YOU, ON YOUR BEHALF OF YOURSELF, YOUR HEIRS, YOUR EXECUTORS AND ADMINISTRATORS, YOUR ASSIGNS AND ANYONE ELSE WHO MAY CLAIM ON YOUR BEHALF, HEREBY FULLY AND FINALLY AGREE TO RELEASE AND HOLD HARMLESS THE RANCH AND ITS OWNERS, AND THEIR REPRESENTATIVES AND EMPLOYEES FROM ANY AND ALL CLAIMS THAT YOU, OR OTHERS ON YOUR BEHALF, MAY HAVE AT ANY TIME AGAINST THE RANCH AND ITS OWNERS FOR PROPERTY DAMAGES TO YOUR PROPERTY AS WELL AS OTHERS, AS WELL AS ANY OTHER LOSS (INCLUDING PAYMENT OF ATTORNEY’S FEES AND EXPENSES), PERSONAL INJURY OR DEATH, EVEN IF CAUSED BY THE SOLE NEGLIGENCE, JOINT NEGLIGENCE OR GROSS NEGLIGENCE OF THE RANCH AND ITS OWNERS. IF YOU HAVE MINOR CHILDREN ACCOMPANYING YOU, PLEASE IDENTIFY THEM. BY YOUR SIGNING THIS AGREEMENT ON BEHALF OF MINOR CHILDREN BELOW YOU REPRESENT AND WARRANT TO THE RANCH AND THE OWNERS THAT YOU ARE THE LEGAL PARENT, CONSERVATOR, OR GUARDIAN OF THE MINOR AND ARE SIGNING THE AGREEMENT AND AGREEING TO ALL TERMS INCLUDED HEREIN ON BEHALF OF SUCH MINOR. BY YOUR SIGNING THIS AGREEMENT, THIS RELEASE AND HOLD HARMLESS SHALL ALSO SERVE TO SIMILARLY RELEASE ANY AND ALL CLAIMS FOR LIABILITY AGAINST THE RANCH AND THE OWNERS BY SUCH MINOR CHILDREN OR ON THEIR BEHALF FOR ANY CLAIMS THAT THEY MAY HAVE, EVEN IF CAUSED BY THE SOLE NEGLIGENCE, JOINT NEGLIGENCE OR GROSS NEGLIGENCE OF THE RANCH AND ITS OWNERS. FURTHER, THE PARENT HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS THE RANCH AND THE OWNERS FOR ALL CLAIMS OR ANY SUIT OR ACTION OF LAW OR IN EQUITY WHICH THE MINOR OR THOSE ON BEHALF OF THE MINOR OR THOSE ON BEHALF OF THE MINOR ASSERT AGAINST THE RANCH OR THE OWNERS.

YOU (THE UNDERSIGNED) FURTHER AGREE TO INDEMNIFY AND HOLD OWNERS HARMLESS AGAINST ALL CLAIMS, DEMANDS, DAMAGES, COSTS, AND EXPENSES, INCLUDING REASONABLE ATTORNEY’S FEES FOR THE DEFENSE THEREOF, ARISING FROM THE ACTIVITIES OF YOU, YOUR FAMILY MEMBERS AND/OR AGENTS ON OR AROUND THE RANCH AT ANY TIME, EVEN IF THE CLAIM, DEMAND, DAMAGE, COST OR EXPENSE IS CAUSED IN WHLE OR IN PART BY THE SOLE NEGLIGENCE, JOINT NEGLIGENCE OR GROSS NEGLIGENCE OF OWNERS.

There are other activities on the Ranch other than recreational activities that can also be hazardous and of which you need to be aware. The structures, equipment, vehicles and livestock used for ranching, farming, utility service and oil and gas operations should be avoided for your own safety. In addition, if you are engaging in the recreational activity of hunting, you realize that firearms require special care to avoid serious injury to you and others. You are responsible for your own behavior. In addition to your absolute and unqualified release of the Ranch and its Owners from all liability, you hereby represent (i) that you are physically capable of engaging in your recreational activities on the Ranch, (ii) that your equipment you may use in your recreational activities is in working condition, (iii) that you have a working knowledge of how to operate such equipment, (iv) that you will observe all applicable safety rules, if any, and (v) you will generally conduct yourself in a safe and prudent manner while engaging in your recreational activities at the Ranch. You hereby absolve and hold harmless and release the Ranch and its Owners from any damage you may sustain because of any breach of these representations.

It is understood and acknowledged that the Ranch and its Owners make no warranty, either expressed or implied, as to the condition of any roads, buildings, gates or other improvements on the Ranch or the Ranch itself and that there are dangerous conditions and risks and hazards involved in recreational activities on the Ranch and in use of the improvements situated thereon, including, but not limited to poisonous snakes, insects, and spiders; blinds and tree stands erected by the Ranch and its Owners for their own use; erosion of land both on and off roadways or senderos creating rough hazardous and dangerous driving and walking conditions; animals both wild and domestic, which may be diseased and/or potentially dangerous; deep water in tanks; fast running water during rain storms; other persons with firearms on or off the Ranch; and use of vehicles for a purpose which they are not intended. **I HEREBY STATE THAT I EXPRESSLY ASSUME ALL SUCH DANGERS, RISKS AND HAZARDS.**

I agree that my permission to enter the Ranch does not include permission for entry of anyone else, including guests, for any reason and does not confer upon me the authority to invite anyone else, including guests, to visit the Ranch for any time or for any reason. Further, I acknowledge and agree that upon entering the Ranch, I shall inspect every area of the Ranch that I am using, and I further agree, that, if at any time I feel anything to be unsafe, I will immediately advise the OWNERS and, if necessary, leave the Ranch.

If any term or provision of this agreement is held by a Texas court to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect. This AGREEMENT applies during the time that I am permitted on the Ranch, now and in the future, and until this agreement is revoked in writing. This release will be construed in accordance with the laws of the State of Texas, and the undersigned consents to venue in Bexar County, Texas.

Dated and signed this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 202\_\_.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Guest Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Hunting License Number Expiration Date

**Consent or Denial for Use of Testimonial, Pictures, or Videos**

In the event photographs, slides or videos are made of me (us) while on the Ranch, I (we) consent to the Owner’s use of the photographs, slides and videos in promoting and marketing the Owner’s hunting and recreational activities on the Ranch. Likewise, by sending any testimonials or pictures via letters, emails or otherwise of my (our) experiences on the Ranch to the Owners, I (we) consent to the Owners using them in like manner.

\_\_\_\_ Yes, You may use the Material \_\_\_\_\_No, You may not use the Material

1. "Recreation" means an activity such as hunting; fishing; swimming; boating; camping; picnicking; hiking;

pleasure driving, including off-road motorcycling and off-road automobile driving and the use of off-highway vehicles; nature study, including bird-watching; cave exploration; waterskiing and other water sports; any other activity associated with enjoying nature or the outdoors; bicycling and mountain biking; disc golf; on-leash and off-leash walking of dogs; radio control flying and related activities; or rock climbing. [↑](#footnote-ref-1)