

ASSUMPTION, ACKNOWLEDGMENT AND ACCEPTANCE OF DANGERS, RISKS AND HAZARDS, AND WAIVER AND RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT

PLEASE PRINT

Participant's name: _____

As used throughout this document, the term "Participant" shall mean the person named above and, if a minor, also the parent, legal guardian or signatory below.

Participant's date of birth: _____ Age: _____ Gender: M F

Home address: _____ City: _____ St. _____ Zip: _____

Driver's license: State issued _____ Number: _____

If under age 18, name of parent or guardian authorizing minor's participation: _____

Parent/guardian address: _____ City: _____ State: _____

Parent/guardian Driver's license: State issued _____ Number: _____

(If participant is under age 18, form must be notarized or signed by parent in presence of Soggy Bottom ATV Ranch, Inc. representative)

THE ACTIVITIES YOU MAY PARTICIPATE IN AT SOGGY BOTTOM ATV RANCH, INC. ARE DANGEROUS AND RISKY. SERIOUS, PERMANENT PERSONAL INJURIES, INCLUDING DEATH, ARE POSSIBLE.

**BY SIGNING AND INITIALING THIS DOCUMENT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS.
READ THIS DOCUMENT CAREFULLY BEFORE SIGNING.**

I, the undersigned, being eighteen (18) years of age or older, and the named Participant or the parent or legal guardian of Participant, and in consideration for Participant being permitted to enter onto the premises known as Soggy Bottom ATV Ranch, located in Brazos County, Texas off of Highway 21 East near the Navasota River (the "Property"), HEREBY ACKNOWLEDGE THAT PARTICIPANT HAS KNOWINGLY AND WILLINGLY ACCEPTED THE RISK OF BEING ON THE PROPERTY AND HEREBY WAIVES, RELEASES, DISCHARGES AND AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS ANY AND ALL RELEASED PARTIES AND TENANTS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO SOGGY BOTTOM ATV RANCH, INC., JAMES DANIEL WILSON, JR., AND EACH OF THEIR PARTNERS, SHAREHOLDERS, CORPORATE OFFICERS, REPRESENTATIVES, FAMILY MEMBERS, VOLUNTEERS, GUESTS, CONTRACTORS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO HEREIN AS "RELEASED PARTIES") HARMLESS FROM ANY AND ALL LIABILITIES, CLAIMS, DAMAGES (INCLUDING ATTORNEY FEES), DEMANDS OR CAUSES OF ACTION THAT PARTICIPANT MAY HEREAFTER HAVE FOR ANY INJURIES, DAMAGES OR DEATH PARTICIPANT MAY INCUR AS A RESULT OF BEING ON THE PROPERTY, EVEN IF CAUSED BY THE SOLE OR CONCURRENT NEGLIGENCE OR FAULT OF THE RELEASED PARTIES.

Participant acknowledges that Participant's entry onto the Property and/or participation in activities or events on the Property is purely voluntary. Participant further acknowledges that no one is forcing Participant to enter the Property or to participate in any manner in activities or events, and that participating in any activity or event is in spite of and with an understanding of the risks.

PARTICIPANT ACKNOWLEDGES THAT PARTICIPANT IS SIGNING THIS DOCUMENT VOLUNTARILY AND REPRESENTS PARTICIPANT'S VOLUNTARY AGREEMENT, COVENANT, AND PROMISE TO ACCEPT AND ASSUME ALL RESPONSIBILITIES AND RISK FOR INJURY, DEATH, ILLNESS OR DISEASE TO PARTICIPANT, PARTICIPANT'S PROPERTY OR OTHER PARTIES AND THEIR PROPERTY ARISING FROM PARTICIPANT BEING ON THE PROPERTY.

If Participant is a minor, I declare that I am the parent or the legal guardian of the named minor participant and that I have the legal capacity to execute documents on behalf of the minor participant. I understand that as a condition to participate in activities at or on the Property, the parent or legal guardian of the minor participant must sign this legal and binding document. I am signing this document with full knowledge that it contains waivers, releases and indemnification agreements, and I am signing voluntarily, freely and without any fraud or duress, and expressly acknowledge that I have read and understand the document(s) I am signing. By executing this document on behalf of myself and the minor participant, I expressly agree to defend and indemnify the Released Parties as set forth above if

any claim or litigation is instituted against the Released Parties as a result of any injury or death or claim for damage arising out of, relating to, or in any way connected with, minor participant's activities or entry on the Property. I expressly agree to be bound by the terms and conditions of this document and shall be responsible for all actions of minor participant while minor participant is on the Property.

Participant further agrees to defend, indemnify and hold harmless the Released Parties from any and all claims which are brought by, through, for or on behalf of the minor participant, and which are in any way connected with the minor participant being on or near the Property.

Participant agrees to inspect the Property contemporaneously with or prior to permitting the minor participant to enter the Property and warrant that my entry therein and/or the minor participant's entry thereon constitutes an affirmative acknowledgment that Participant has inspected the Property and find it safe and reasonably suited for the purpose of its use.

Participant affirmatively and expressly accepts full and complete responsibility for protecting the minor participant from any and all hazards, known and unknown, at all times the minor participant is on the Property. Participant agrees that if the minor participant is engaged in any unsafe, hazardous or unauthorized activity, Participant will accept full and complete responsibility for such action and agree to indemnify, defend and hold harmless the Released Parties from any and all liability for any injuries or death caused to or by the minor participant.

IN THE EVENT THAT IT IS DETERMINED THAT THE UNDERSIGNED IS NOT THE PARENT OR LEGAL GUARDIAN OF THE MINOR PARTICIPANT, OR DID NOT HAVE THE LEGAL CAPACITY TO EXECUTE THE DOCUMENT ON BEHALF OF SAID MINOR PARTICIPANT, THE UNDERSIGNED EXPRESSLY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES AS SET FORTH ABOVE IF ANY CLAIM OR LITIGATION IS INSTITUTED AGAINST THE RELEASED PARTIES AS A RESULT OF ANY INJURY OR DEATH OR CLAIM FOR DAMAGE ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH, THE MINOR PARTICIPANT'S PARTICIPATION IN ACTIVITIES ON, OR THE MINOR PARTICIPANT'S ENTRY ONTO, THE PROPERTY.

Participant affirmatively acknowledges and understands that no warranty, either express or implied, is made by the Released Parties as to the condition of the Property, or of any roads, trails, building, obstructions, pipelines, power lines, fences, gates or other improvements located thereon or as to the safety of any events or activities occurring on the Property. This document serves to warn Participant that dangerous conditions, risks and hazards do exist. Participant's presence and activities on the Property expose Participant and Participant's property to dangerous conditions, risks and hazards including but not limited to all terrain vehicles, motorcycles, trucks, cars, racing machines, machinery, motorized vehicles, and equipment of all types, poisonous snakes, insects and spiders, poisonous and barbed plants, blinds and tree stands, whether or not erected by Released Parties; erosion, pits, holes, caves, loose rocks and general conditions on the Property, both on and off roadways or senderos, creating rough, hazardous and dangerous driving, all terrain vehicle operation and walking conditions; animals both wild and domestic that maybe diseased and/or potentially dangerous; deep water; persons with firearms or weapons both on or off the Property.

PARTICIPANT HEREBY STATES THAT PARTICIPANT IS AWARE THAT DANGEROUS CONDITIONS EXIST ON THE PROPERTY AND PARTICIPANT UNDERSTANDS AND KNOWS THAT ACTIVITIES AND DANGERS ON THE PROPERTY COULD RESULT IN INJURY, DEATH, ILLNESS OR DISEASE, PHYSICAL OR MENTAL DAMAGE TO PARTICIPANT, ANY MINOR PARTICIPANT, PARTICIPANT'S PROPERTY, TO SPECTATORS, MINORS, OR OTHER PERSONS AND PARTICIPANT EXPRESSLY AND VOLUNTARILY ACCEPTS AND ASSUMES ALL SUCH DANGERS, RISKS AND HAZARDS, WITHER KNOWN OR UNKNOWN, FORESEEABLE AND UNFORESEEABLE, INCLUDING WITHOUT LIMITATION, ALL RISK OF INJURY, DEATH, ILLNESS, DISEASE, OR DAMAGE TO PARTICIPANT, PARTICIPANT'S PROPERTY, OR TO OTHERS AND THEIR PROPERTY, AND PARTICIPANT ACCEPTS PERMISSION TO ENTER THE PROPERTY IN "AS IS" CONDITION.

Participant acknowledges, agrees, and represents that immediately upon entering the Property and continuously thereafter, Participant shall inspect every area of the Property which Participant enters, and Participant agrees and warrants that if at any time Participant believes anything to be unsafe, Participant will immediately leave the area and require any minor participant with Participant to leave the area and/or leave the Property all together and /or refuse to participate in or watch any unsafe activities on the Property.

IN CONSIDERATION FOR THE RIGHT TO ENTER THE PROPERTY, AND WITH FULL KNOWLEDGE OF THE RISKS INVOLVED, PARTICIPANT HEREBY RELEASES AND AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES AND THEIR RESPECTIVE HEIRS, AGENTS, EMPLOYEES, VOLUNTEERS, SPONSORS, PARTNERS, OFFICERS, DIRECTORS, GUESTS, AFFILIATED COMPANIES AND ENTITIES, AND ASSIGNS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION AND DAMAGES, INCLUDING ATTORNEYS FEES, RESULTING FROM ANY ACCIDENT, INCIDENT, OR OCCURRENCE ARISING OUT OF, INCIDENTAL TO OR IN ANY WAY RESULTING FROM MY USE AND/OR THE MINOR PARTICIPANT'S USE OF THE PROPERTY AND ANY IMPROVEMENTS LOCATED THEREON, WHETHER OR NOT CAUSED BY THE RELEASED PARTIES' NEGLIGENCE (WHETHER SOLE OR

CONCURRENT) OR GROSS NEGLIGENCE (NEGLIGENCE PER SE, ANY OR STRICT LIABILITY). THIS RELEASE APPLIES ANY TIME THAT PARTICIPANT IS ON THE PROPERTY, WHETHER PARTICIPANT IS ON THE PROPERTY WITH EXPRESS PERMISSION OR ANY OTHER TIME.

IT IS UNDERSTOOD THAT THIS INDEMNITY SHALL INCLUDE, WITHOUT LIMITATION, ANY CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITIES ARISING IN FAVOR OF ANY INVITEE, FAMILY MEMBER, OR ANY OTHER PERSON WHO COMES ON THE PROPERTY WITH MY EXPRESS OR IMPLIED PERMISSION AND ANY PERSONS ASSERTING DERIVATIVE CLAIMS BY, THROUGH OR UNDER ANY OF THE FOREGOING PERSONS. IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO THAT THIS INDEMNITY SHALL APPLY TO SUCH LIABILITIES, CLAIMS, DEMANDS, OR CAUSES OF ACTION EVEN IF THEY ARISE FROM THE RELEASED PARTIES' OWN NEGLIGENCE (WHETHER SOLE OR CONCURRENT AND WHETHER ORDINARY OR GROSS) OR OTHER FAULT. WHETHER SUCH IS THE SOLE OR A CONCURRING CAUSE OF THE INJURY, DEATH OR DAMAGE.

PARTICIPANT UNDERSTANDS AND EXPRESSLY ACKNOWLEDGES THAT BY SIGNING THIS DOCUMENT, PARTICIPANT HAS ASSUMED RESPONSIBILITY AND LEGAL LIABILITY FOR THE CLAIMS, INCLUDING BUT NOT LIMITED TO DEFENSE COSTS, WHICH MAY BE ASSERTED BY OTHER PARTIES, INCLUDING BUT NOT LIMITED TO MINOR PARTICIPANTS WHO ARE THE UNDERSIGNED'S NATURAL OR ADOPTED CHILD(REN), FOR WHOM THE UNDERSIGNED IS GUARDIAN OR HAS SIGNED THIS DOCUMENT AS GUARDIAN, WHICH ARE ASSERTED AGAINST PARTICIPANT AS A RESULT OF PARTICIPANT'S PARTICIPATION IN ACTIVITIES OR EVENTS ON THE PROPERTY.

As additional consideration for being permitted to enter upon the Property, Participant hereby expressly agrees to and acknowledges the following:

1. Riding all terrain vehicles is a recreational activity that involves many risks and such activity is subject to mishap, injury and even death to the participants.
2. Participant has paid to enter the Property for recreational purposes, but by the giving of such permission, the Released Parties make no warranty, whether expressed or implied, as to the condition, habitability, or fitness for any purpose of the Property.
3. This Assumption of Risk, Waiver, Release of Liability and Indemnity Agreement shall apply not only for the current year, as dated below, but also for any subsequent year that Participant enters on the Property. This Release shall remain in full force and effect until revoked in writing by Participant and acknowledged in writing by an authorized representative of the Released Parties.

Participant understands and acknowledges that no medical or accident insurance benefits will be provided to Participant during participating or viewing of activities while on the Property. Participant certifies that Participant has sufficient health, accident, and personal liability insurance to cover any bodily injury or property damage that Participant may incur while participating in activities on the Property and to cover bodily injury or property damage caused to another as a result of Participant's participation in activities on the property. If Participant has no insurance for any reason, Participant certifies that Participant is capable of personally paying for any and all such expenses or liability.

Participant further acknowledges that Participant and the minor participant are in good physical and mental health and not suffering from any condition, disease or disablement which would or could potentially affect participation in activities on the Property. Participant gives consent for drug testing to be performed in the event of any accident or during the course of any medical care or treatment for Participant.

PARTICIPANT UNDERSTANDS AND EXPRESSLY ACKNOWLEDGES THAT BY INITIALING AND/OR SIGNING THIS DOCUMENT PARTICIPANT HAS GIVEN UP CERTAIN RIGHTS AND/OR POSSIBLE CLAIMS WHICH PARTICIPANT MIGHT OTHERWISE ASSERT OR MAINTAIN AGAINST THE RELEASED PARTIES, INCLUDING BUT NOT LIMITED TO RIGHTS ARISING FROM OR CLAIMS FOR THE ACTS OR OMISSIONS, FAULT, NEGLIGENCE OF ANY NATURE OR DEGREE OF THE RELEASED PARTIES.

PARTICIPANT UNDERSTANDS AND EXPRESSLY ACKNOWLEDGES THAT BY SIGNING AND INITIALING THIS DOCUMENT, PARTICIPANT IS AGREEING TO INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FOR ANY CLAIMS WHICH MAY BE ASSERTED BY PARTICIPANT OR THE NAMED MINOR PARTICIPANT FOR CLAIMS SUCH MINOR PARTICIPANT MAY ASSERT FOR INJURIES, DAMAGES AND/OR DEATH ARISING FROM ACTIVITIES ON THE PROPERTY INCLUDING BUT NOT LIMITED TO CLAIMS FOR THE ACTS OR OMISSIONS, FAULT, NEGLIGENCE OF ANY NATURE OR DEGREE OF THE RELEASED PARTIES.

Participant agrees that any dispute, claim or controversy related to or connected with this Release or Participant's entry onto or activities upon, the Property, including but not limited to claims for personal injury or property damages, equitable relief, attorneys fees, statutory or punitive damages, or any other relief, shall be determined by final and binding arbitration according to the Arbitration Rules of the American Arbitration Association, and judgment upon any award may be entered in any court having jurisdiction. It is further agreed between the undersigned parties that in any arbitration proceeding, it will be within the authority of the Arbitrator to award such remedies as may be appropriate to the decision as if such claims had been filed in a court of law. Such proceedings shall be consistent with the provisions of the Federal Arbitration Act (FAA), will be conducted in the State of Texas, and the cost of arbitration will initially be shared equally between the undersigned and the Released Parties against whom any such claim is made, unless otherwise determined by the arbitrators. However, costs and attorneys fees shall be awarded by the arbitrators in accordance with the terms set forth in this Release. The undersigned further agrees that as a condition precedent to filing any claim with the American Arbitration Association or in any court, he or she will obtain a surety bond in the amount of \$100,000.00 guaranteeing the payment of any attorney's fees, costs or damages owed to Released Parties as a result of or in connection with any claim or lawsuit against any of the Released Parties.

THIS RELEASE AND INDEMNIFICATION AGREEMENT SHALL BE BINDING UPON PARTICIPANT'S SPOUSE, HEIRS, NEXT OF KIN, EXECUTORS, AND ADMINISTRATORS OF THE UNDERSIGNED.

If any provision of the Release is or may be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless survive and continue in full force and effect without being impaired or invalidated in any way.

Participant understands that this document represents the entire agreement, that it is for the benefit of all Released Parties, and that it cannot be modified or changed in any way by the representations of statement of any of the Released Parties or any employee, agent or representative of the Released Parties or by Participant unless mutually executed in writing.

Participant agrees that to the extent permitted by law, the sole and exclusive venue for any legal proceeding, action, or suit, relating to or arising from any injuries, damages, or death sustained as a result of participating in activities or events on the Property, or in any way connected to this Release shall be Brazos County, Texas, regardless of the nature of the proceeding and regardless of the location or principal place of business of any party; and execution of this Release by the undersigned shall constitute an irrevocable waiver and consent to such venue.

The undersigned is at least 18 years of age, of sound mind, and not under the influence of any drugs or alcohol at this time. Participant is in good physical and mental health, and does not suffer from any physical or mental condition which might impair Participant's ability to protect Participant's own safety or the safety of others.

PARTICIPANT'S SIGNATURE BELOW INDICATES THAT PARTICIPANT HAS READ THIS ENTIRE AGREEMENT, UNDERSTAND IT COMPLETELY, AND AGREE TO BE BOUND BY ITS TERMS.

Dated and signed this the _____ day of _____, 20__.

Signature of Indemnitor/Parent/Guardian Minor's name (if applicable)

Printed name of Indemnitor/Parent/Guardian

Witnessed By: _____

STATE OF TEXAS §
COUNTY OF _____ §

SUBSCRIBED AND SWORN TO BEFORE ME by the said _____ to certify which witness my hand and seal of office this _____ day of _____ 200__.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

initials of participant