

# REVEILLE PEAK RANCH\*

## ACCEPTANCE OF RISKS INDEMNIFICATION AGREEMENT

### **I. Assumption of the Risk**

I, the undersigned Ranch Guest, fully understand and agree that participation in any activity listed below associated with race hosting entities, Vol and Kristi Montgomery and/or Reveille Peak Ranch or using equipment provided by race hosting entities, Vol and Kristi Montgomery and/or Reveille Peak Ranch or my own personal equipment, upon property owned or operated by race hosting entities, Vol and Kristi Montgomery and/or Reveille Peak Ranch may result in accidental or other physical injury or property damage. I ACKNOWLEDGE THAT MY PARTICIPATION IN ACTIVITIES AT REVEILLE PEAK RANCH INHERENTLY ENTAILS KNOWN AND UNKNOWN RISKS AND INHERENT DANGERS WHICH COULD RESULT IN PHYSICAL OR EMOTIONAL INJURY, PARALYSIS, DEATH, OR DAMAGE TO MYSELF, TO PROPERTY, OR TO THIRD PARTIES. I UNDERSTAND THAT SUCH RISKS SIMPLY CANNOT BE ELIMINATED WITHOUT JEOPARDIZING THE ESSENTIAL ENTERTAINMENT QUALITIES OF THE ACTIVITIES. Furthermore, I understand that race hosting entities, Vol and Kristi Montgomery and/or Reveille Peak Ranch seek safety, but are not infallible. Race hosting entities, Vol and Kristi Montgomery and/or Reveille Peak Ranch might be unaware of a Ranch Guest's fitness or abilities. Race hosting entities, Vol and Kristi Montgomery and/or Reveille Peak Ranch might misjudge the weather, the elements, or the terrain. Race hosting entities, Vol and Kristi Montgomery and/or Reveille Peak Ranch may give inadequate warnings or instructions, and the equipment being used might malfunction. I also understand that race hosting entities, Vol and Kristi Montgomery and/or Reveille Peak Ranch have no control over certain hazards concerning surface or subsurface conditions of property; natural conditions of land, vegetation, or waters; and the behavior of wild or domestic animals. I understand that I am ultimately responsible for identifying hazards which may cause risk of injury or damage during my activities. I, for myself my heirs, legal representatives, and assigns agree to assume the risk of such injury or damage.

### **II. Assumption of Personal Responsibility**

In consideration of the services of race hosting entities, Vol and Kristi Montgomery and/or Reveille Peak Ranch, their agents, owners, officers, volunteers, other Ranch Guests, employees, and all other persons or entities acting in any capacity on their behalf, I ASSUME ALL THE FOREGOING RISKS AND ACCEPT PERSONAL RESPONSIBILITY FOR THE DAMAGES FOLLOWING ANY INJURY, DEATH, OR DAMAGE OF ANY KIND. I DO HEREBY RELEASE, ACQUIT, AND FOREVER DISCHARGE VOL AND KRISTI MONTGOMERY AND/OR REVEILLE PEAK RANCH AND ITS SUCCESSORS ASSIGNS, DIRECTORS, AGENTS, AND EMPLOYEES (COLLECTIVELY REFERRED TO HEREIN AS "RELEASED PARTIES"), FROM ANY AND ALL MANNER OF CAUSES OF ACTION, LAWSUITS, CLAIMS, DEMANDS, JUDGMENTS AND DAMAGES of every kind and character, known or unanticipated, including, but not limited to, claims of Released Parties negligence or the condition or use of the property of any of the Released Parties, that I have or could have against the Released Parties or any of them, resulting from or arising out of participation in the Activity.

### **III. Agreement to Indemnify/Hold Harmless**

Race hosting entities, Vol and Kristi Montgomery and/or Reveille Peak Ranch shall not be responsible for any lost or stolen items of personal property. I AGREE TO INDEMNIFY AND HOLD race hosting entities, VOL AND KRISTI MONTGOMERY AND/OR REVEILLE PEAK RANCH AS RELEASED PARTIES HARMLESS AGAINST ALL CLAIMS, DEMANDS, DAMAGES, COSTS AND EXPENSES, including reasonable attorneys' fees for the defense thereof, arising from a Ranch Guest's, or Ranch Guest's invitees', or children's activities on or around the property of Vol and Kristi Montgomery and/or Reveille Peak Ranch at anytime, EVEN IF the claim, demand, damage, cost or expense is CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF VOL AND KRISTI MONTGOMERY AND/OR REVEILLE PEAK RANCH.

### **IV. Assumption of Costs/Medical Risks**

I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

### **V. Agreement NOT to Sue; Waiver of Liability, Choice of Law/Venue**

IN EXCHANGE FOR MY PARTICIPATION IN ACTIVITIES AT REVEILLE PEAK RANCH, I (FOR MYSELF, MY HEIRS, FAMILY MEMBERS, PERSONAL REPRESENTATIVES, AND ASSIGNS), AGREE NOT TO SUE THE RELEASED PARTIES. I EXPRESSLY AGREE THAT THIS WAIVER OF LIABILITY, RELEASE, INDEMNIFICATION, AND HOLD HARMLESS AGREEMENT IS INTENDED TO BE AS BROAD AND AS INCLUSIVE AS IS PERMITTED BY THE STATE OF TEXAS, and that if any portion, word, term, phrase, clause or paragraph of this agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. It is further agreed that the execution of this waiver of liability, release indemnification and hold harmless agreement will not constitute a waiver by race hosting entities, Vol and Kristi Montgomery and/or Reveille Peak Ranch of any defense recognized by federal or state courts. By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against race hosting entities, Vol and Kristi Montgomery and/or Reveille Peak Ranch on the basis of any claim from which I have released them herein. I understand that this is the entire agreement between me and race hosting entities, Vol and Kristi Montgomery and/or Reveille Peak Ranch, and this agreement cannot be modified orally. I also understand that this Agreement is governed by Texas law and that venue is proper only in Burnet County, Texas.

### **VI. Authorization to Provide Medical Treatment**

I understand that Reveille Peak Ranch seeks to provide a safe environment for Ranch Guests, however, I also understand that emergency medical care may or may not be immediately available if I do suffer minor or major or life threatening injury. I hereby authorize the staff and representatives of race hosting entities, Vol and Kristi Montgomery and/or Reveille Peak Ranch to arrange and secure any necessary emergency medical and dental treatment. I also understand that I am responsible for any charges for these emergency services.

\_\_\_\_\_  
Initials of Ranch Guest

\_\_\_\_\_  
Initials of Guardian(s)

\_\_\_\_\_  
Date

**VII. Permissible Activities (Circle Those That Apply)**

I understand that any Ranch Guest desiring to conduct activities not on the below list must first obtain written permission from Vol or Kristi Montgomery or their designated Reveille Peak Ranch representatives. I understand I must conduct the following activities only in their designated areas. I UNDERSTAND THAT RANCH GUESTS MAY NOT CONSUME ALCOHOL WHILE PARTICIPATING IN MOUNTAIN BIKING, TRAIL RUNNING, WATER ACTIVITIES, HUNTING/SHOOTING, CHALLENGE COURSES, OR ANY OTHER ACTIVE EVENT AT THE RANCH.

1. Hiking or Trail Running	7. High or Low Challenge Course Elements
2. Mountain Biking	8. Portable Low Ropes or Climbing Walls
3. Camping	9. Rock Climbing
4. Fishing	10. Scuba Diving
5. Paddle Boarding, Kayaking, or Canoeing	11. Hunting
6. Swimming	12. Shooting

**VIII. Use of Shuttle**

As a Ranch Guest, I agree that this release covers any use of the Reveille Peak Ranch shuttle either on or off property. I voluntarily bear the risk of riding in the shuttle and I agree NOT to hold liable race hosting entities, Vol or Kristi Montgomery or any released parties in case of an accident.

**IX. Attestation**

BY MY SIGNATURE AND INITIALS, I ATTEST THAT I AM PHYSICALLY CAPABLE OF SAFELY PARTICIPATING IN THE ABOVE DESIGNATED ACTIVITIES, AND I AM NOT AND WILL NOT BE UNDER THE INFLUENCE OF ANY MEDICATION, ALCOHOL, OR SUBSTANCE, THAT WOULD IMPAIR MY ABILITY TO SAFELY PERFORM THE ABOVE ACTIVITIES. I have had sufficient opportunity to read this entire document and present it to an attorney for review if I wanted to. I have read and understood it, and I voluntarily agree to be bound by its terms. If I am under 18, I have permission of at least one Parent or Guardian to participate in the above activities as signed below. Finally, I HAVE READ APPENDIX A RANCH RULES AND AGREE TO ABIDE BY THEM.

**APPENDIX A: RANCH RULES**

As a Ranch Guest at Reveille Peak Ranch, I have read and agree to abide by the following Ranch Rules. I understand that I may forfeit my opportunity to participate in Ranch activities if I perform activities in an unsafe manner or breach these rules. I also understand that Vol and Kristi Montgomery and Reveille Peak Ranch retain the right to update, change, or amend these rules at anytime. It is therefore my responsibility to keep apprised of Ranch Rules and any updates to those Rules prior to my participation in any activity.

At Reveille Peak Ranch:

- Ride/Run ONLY on marked trails
- There is to be NO collecting of rocks, plants or animals
- Dogs must remain on leash except on trails
- NO dogs are allowed in the Pavilion or pool area.
- Personal Flotation Devices (PFDs) must be worn during any lake-water activity
- Helmets must be worn at all times when on a Bicycle
- Riders must stay within their skill level
- Please yield appropriately
- There is NO smoking in the Pavilion area
- NO altering, defacing, destroying, or removing establishment property
- There is absolutely NO littering

**COMPLETE INFORMATION REQUIRED BELOW**

<b>GUEST NAME:</b>	
<b>MINOR:</b>	<b>MINOR:</b>
<b>EMAIL:</b>	
<b>REPEAT EMAIL:</b>	
<b>SIGNATURE:</b>	

*Signature(s) of parent(s) or guardian(s) is REQUIRED if Ranch Guest is under 18*

Please don't sign me up for email newsletters from RPR.

**FOR DAY USE REGISTRATION ONLY**

<b>EMERGENCY CONTACT NAME:</b>
<b>EMERGENCY CONTACT NUMBER:</b>