



coveredsranch.com
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GENERAL RELEASE AND WAIVER OF LIABILITY AND CLAIMS

In consideration for, and as a prerequisite to, my being permitted to use the property of and/or participate in the activities offered by any or all of the Released Parties (defined below), I, the undersigned, on my own behalf, and on behalf of my heirs, legal representatives, successors and assigns (collectively "I"), hereby RELEASE AND DISCHARGE Covered S Ranch, CT Land & Cattle, and their respective members, managers, shareholders, directors, legal representatives, officers, employees, agents, insurers, successors and assigns, as well as their related and affiliated entities (such parties hereinafter collectively referred to as the "Released Parties"), from all liability, claims, demands, and/or causes of action for any and all injuries and/or illness (including, but not limited to the Coronavirus/COVID-19, hereafter referred to as "COVID-19") to my person or property and for damages, including but not limited to, those injuries, illness or damages CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES while I am on any of the Released Parties' property (the "Property") or while I am participating in any activity offered or provided by the Released Parties ("Activity" or "Activities") or while I am traveling or traversing upon, to or from the Property, including travel in any type of vehicle (whether it be a truck, car, off road vehicle ("ORV") or otherwise) being operated by any employee of the Released Parties even if not on the Property.

I EXPRESSLY AGREE I WILL NOT SUE OR MAKE A CLAIM against the Released Parties for damages or other losses sustained as a result of my presence on the Property, as a result of illness or infectious disease (including, but not limited to COVID-19), as a result of my participation in any Activity on the Property, or as a result of my traveling or traversing upon, to or from the Property. Examples of the types of claims I am waiving include but are not limited to those for damages or other losses arising out of hunting; shooting; fishing; ice fishing; boating; archery; biking; horseback riding; hiking; skiing; sledding; rappelling; mountain/rock climbing; climbing; aviation activities, including approaching, riding in or departing from helicopters, fixed-wing aircraft and/or hot-air balloons; eating; spa/massage treatments; walking; running; exercising; driving or occupying any type of vehicle, including without limitation a car, truck, ORV or snowmobile; ecotourism; and other recreational and non-recreational Activities in which I participate on the Property. I FURTHER AGREE THAT I WILL NOT SUE OR MAKE A CLAIM against the Related Parties for damages or other losses arising out of transportation of any nature provided by the Released Parties to me to engage in recreational and non-recreational Activities whether such transportation is on or off of the Property. By way of example, the following Activities are expressly included in this Agreement: (a) I am on the Property, step on a rock and, as a result, twist my ankle and fall down; (b) I am on a bird hunt on the Property and another hunter fires a shotgun at birds, but some of the pellets hit me; or (c) I am traveling in a vehicle on or off the Property, which is being operated by an employee of the Released Parties, and an automobile accident occurs, injuring me.

I REPRESENT AND WARRANT that my participation in Activities on the Property and/or presence on the Property does not and shall not violate any federal, state, and/or local laws, rules, regulations, ordinances, and orders, if any, and that I have obtained all necessary permits and licenses to engage in such Activities, if required by law. I warrant and represent that I am in good health and there are no special problems associated with my health. I accept responsibility for any medical expenses incurred in connection with the Activities or use of the facilities. I AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS the Released Parties from and against all claims, damages, liability, costs and expenses (including without limitation reasonable attorneys' fees) arising from my presence on, or travel on, to or from, the Property, participation in any Activity, or misrepresentations made by me herein.

If I am provided with or renting equipment in connection with the Activities, I accept the equipment "as is" and accept full responsibility for its care while it is in my possession. I agree that I am responsible for the full replacement value of any equipment not timely returned, and I agree to pay for any damage thereto that exceeds normal wear and tear.

I EXPRESSLY ACKNOWLEDGE, AGREE, AND UNDERSTAND that my presence and participation in Activities on the Property have inherent risks and dangers, and no amount of care, caution, instruction, or expertise can eliminate these risks and dangers. The risks in the Activities and use of the Property are too numerous to list, but they include steep, slippery, and uneven roads and trails containing rocks, trees, ledges, sand, mud, grass, water bars, bumps, ruts, stumps, and brush (all of which can be hidden or obscured by vegetation). The Activities are subject to naturally occurring hazards and dangers of all kinds, including, by way of example only, exposure to weather and climate conditions (including sudden changes and extremes of heat and cold), rugged terrain and ground conditions, hazards associated with water (including flash floods, whitewater, rapids and whirlpools), animals, reptiles, insects, and ground surface and other terrain and topographical variations and conditions. Equine activities involve inherent risks as animals may kick, bite, shy, buck, stumble, bolt, rear, trample, be unpredictable or collide with other animals, objects or persons. Texas law provides that no person, corporation or partnership is liable for personal injuries to or for the death of a rider (or other person engaged in an equine activity) that may occur as a result of the behavior of equine animals while engaged in any equine activities. Aviation activities, which may expose participants to above-normal risks, are conducted by third party vendors, and the Released Parties have no control over the operations of those vendors. In addition, participants may encounter hazards and dangers that are the result of human error and from manmade structures, equipment, vehicles, aircraft and other materials, goods, clothing and otherwise, including risks of inadequacy, malfunction, misuse, defect, or other failure. Participation in the Activities requires physical fitness, coordination, balance, strength, endurance, speed, ability to react, mental capacity, talent or ability (collectively "Physical Capacity") and, because of such physical demands, necessarily carries inherent and unpredictable risks of injury of all kinds, as well as risks of death due to the physical demands, regardless of the participant's Physical Capacity. Be aware that even minor injuries can become life threatening when they occur far away from rescue personnel. It may take a great deal of time for rescue personnel to locate and reach an injured person. Despite the risks involved, and in consideration of the right to participate in the Activities and use the Property, I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF DEATH OR PERSONAL INJURY SUSTAINED WHILE PARTICIPATING IN SUCH ACTIVITIES, WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES. I further EXPRESSLY AGREE that if any portion of this Agreement is held invalid, the balance of the Agreement shall, notwithstanding, continue in full legal force.

Any "covered claim" that I may have against the Released Parties or that the Released Parties may have against me shall be submitted exclusively to and determined exclusively by binding arbitration under the Federal Arbitration Act, 9 U.S.C. § 1 et seq., regardless of the state in which the arbitration is held or the substantive law applied in the arbitration. "Covered claim" includes any claim or action arising out of or related to this Agreement or arising out of or related to the parties' business association. The parties to this Agreement are required to bring all claims subject to arbitration in one arbitration proceeding. Any such claims not brought in one arbitration shall be waived and precluded. The arbitrator shall have the power to hear as many claims the parties may have against each other consistent with the terms of this Agreement. The arbitrator has no authority to and shall not consolidate claims of different guests into one proceeding, nor shall the arbitrator have the power to hear an arbitration as a class or collective action (a class or collective action involves an arbitration or lawsuit where representative members of a group who claim to share a common interest seek class or collective relief), and I shall not be allowed to submit my claim(s) against the Released Parties to arbitration as a representative of or participant to a class or collective action or a claim seeking class or collective relief. The parties to this Agreement agree to keep confidential, and not disclose to any third party, the content and results of any arbitration proceeding, unless necessary to enforce this provision or any arbitration ruling in a court of law, or to appeal from such arbitration ruling. I agree that Texas law controls the interpretation of this Agreement.

I REPRESENT AND WARRANT MY UNDERSTANDING THAT I WILL NOT BE ALLOWED TO PARTICIPATE IN ANY ACTIVITIES OFFERED BY THE RELEASED PARTIES IF I DO NOT FIRST AGREE, BY MY SIGNATURE BELOW, TO GENERALLY RELEASE AND DISCHARGE THE RELEASED PARTIES FOR ALL DAMAGES AND LOSSES TO ME THAT MIGHT ARISE FROM SUCH ACTIVITIES.

I HAVE READ AND VOLUNTARILY SIGN THE RELEASE AND WAIVER OF LIABILITY AND CLAIMS, AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME.

GUEST NAME (PRINT CLEARLY)

GUEST SIGNATURE

DATE

PARENT/GUARDIAN NAME (IF GUEST IS UNDER 18)

PARENT/GUARDIAN SIGNATURE (IF GUEST IS UNDER 18)

DATE