

**CONSENT TO THE TERMS OF USE OF THE LONG ACRES RANCH  
RELEASE, HOLD HARMLESS AND INDEMNITY AGREEMENT**

1) **The Owner and Manager** - The Henderson-Wessendorff Foundation (hereinafter, the "Owner") is a non-profit, charitable organization that owns the property known as the Long Acres Ranch Nature Tourism Center (hereinafter, the "Facility"). The Facility is managed by Texas A&M AgriLife Extension Service (hereinafter, the "Manager").

2) **RELEASE, HOLD HARMLESS, AND INDEMNITY AGREEMENT -- As consideration for the Owner's and Manager's permission for me to enter upon and use the Facility and to participate in activities at the Facility, I agree to RELEASE and HOLD HARMLESS the Owner and Manager (and any of their employees, agents, or volunteers) from any and all liability, claims, costs and causes of action arising out of or related to any damages or personal injury, including death, that may be sustained by me while using the Facility or participating in activities on the Facility, or while traveling to or from the Facility, or in any way related to any activity or event at the Facility, and regardless of whether such damages or injury, including death, may result or is alleged to result in full or in part from the Owner's or Manager's (or their employee's, agent's, or volunteer's) negligence or gross negligence or other wrongful act. Further, I agree to INDEMNIFY the Owner and Manager (and any of their employees, agents, or volunteers) from and against any and all claims, actions, costs, expenses, damages and liabilities arising from, connected with, or otherwise resulting from any damages or injury, including death, suffered by me at the facility, or while traveling to or from the facility, or in any way related to any activity or event at the facility, and regardless of whether such injury or damages, including death, may result or is alleged to result in full or in part from the Owner's or Manager's (or any of their employee's, agent's, or volunteer's) negligence or gross negligence or other wrongful act. My agreement to INDEMNIFY the Owner and Manager (and any of their employees, agents, or volunteers) for any and all claims, actions, costs, expenses, liabilities and damages includes, but is not limited to, liability or settlement payments made by the Owner or Manager (or any of their employees, agents, or volunteers), or the Owner's or Manager's (or any of their employee's, agent's, or volunteer's) insurers, if any, as well as litigation defense costs and attorneys' fees incurred by the Owner or Manager (or any of their employee's, agent's, or volunteer's) or their insurers, if any. I further agree that I have read and understand this RELEASE, HOLD HARMLESS, and INDEMNITY provision, and that it is conspicuous.**

3) **Acknowledgement of Consideration and Voluntary Signature** -- In signing this agreement, I acknowledge that I have read the entire agreement, understand it, and have voluntarily signed it as my own free act. The Owner and Manager have not made, and I have not relied upon, any oral representations different from the terms contained in this agreement. I understand that the Owner and Manager do not have to grant me access to the Facility and that I am signing this agreement in consideration for the Owner's and Manager's granting of permission for me to enter upon the Facility and to potentially participate in activities on or related to the Facility. I understand that I can choose not to sign this document and free myself from the terms and obligations of this document, but I will not then be granted access to the Facility.

4) **Acknowledgement and Assumption of Risks** -- I understand that there are numerous dangerous conditions, risks and hazards (both natural and man-made) at and around the Facility, and that I may be exposed to dangerous water and terrain conditions, dangerous activities by myself and others (including but not limited to archery, shooting, swimming, canoeing, etc.), defective equipment, fall hazards, poisonous plants and creatures, dangerous animals, and other risks. I voluntarily assume all risks and responsibility for any injury, death, or damages arising out of or related to the property of or the activities on the Facility.

5) **Severability** – I expressly agree that these terms of use of the Long Acres Ranch, including the Release, Hold Harmless and Indemnity Agreement, are intended to be as broad and inclusive as is permitted by the law of the State of Texas and that if any part of any provision is held to be invalid, it is agreed that all other provisions shall continue in full legal force and effect, notwithstanding any invalid provision.

BEFORE SIGNING, READ THIS ENTIRE DOCUMENT VERY CAREFULLY. By signing this document, you are giving up legal rights which you might otherwise have possessed. In addition, you might be incurring legal liabilities that you might not otherwise have. If you do not understand anything in this document, you should not sign it, and instead should consult a legal advisor.

Participant's Printed Name: \_\_\_\_\_

Participant's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**CONSENT TO THE TERMS OF USE OF THE LONG ACRES RANCH  
MEDICAL AUTHORIZATION, INDEMNITY AND WAIVER AGREEMENT**

**1) The Owner and Manager** - The Henderson-Wessendorff Foundation (hereinafter, the "Owner") is a non-profit, charitable organization that owns the property known as the Long Acres Ranch Nature Tourism Center (hereinafter, the "Facility"). The Facility is managed by Texas A&M Agrilife Extension Service (hereinafter, the "Manager")

**2) Medical Authorization, Indemnity and Waiver:**

I understand the Owner and Manager (and their respective regents, directors, officers, employees, agents or volunteers) cannot be expected to anticipate or control all of the risks associated with the activities or events conducted at the Facility and that the Owner or Manager may need to respond to illnesses, accidents, injuries, and potential emergency situations. Therefore, **I hereby give my consent for any medical treatment, rescue or evacuation services that may be required** (as determined by Owner or Manager employees, medics, emergency personnel, or other medical professionals) during my participation in the activities or events at the Facility with the understanding that the cost of any such treatment will be my responsibility. **I, for myself, my heirs, personal representatives or assigns**, agree to indemnify and hold harmless the Owner or Manager (and their respective regents, directors, officers, employees, agents or volunteers) for any costs incurred to treat me, even if an employee of the Owner or Manager has signed medical care facility documentation promising to pay for the treatment due to my inability to sign the documentation. **I, for myself, my heirs, personal representatives or assigns**, further agree to release, waive, covenant not to sue, and agree to hold harmless for any and all purposes, the Owner or Manager (and their respective regents, directors, officers, employees, agents or volunteers) from any and all liabilities, claims, demands, injuries (including death), or damages, including court costs and attorney's fees and expenses, that may be sustained by me while receiving medical care or in deciding to seek medical care, including while traveling to and from a medical care facility, **including injuries sustained as a result of the sole, joint, or concurrent negligence, negligence per se, statutory fault, or strict liability of Owner or Manager (and their respective regents, directors, officers, employees, agents or volunteers).**

**3) Acknowledgement of Consideration and Voluntary Signature** -- In signing this agreement, I acknowledge that I have read the entire agreement, understand it, and have voluntarily signed it as my own free act. The Owner and Manager have not made, and I have not relied upon, any oral representations different from the terms contained in this agreement. I understand that the Owner and Manager do not have to grant me access to the Facility and that I am signing this agreement in consideration for the Owner's and Manager's granting of permission for me to enter upon the Facility and to potentially participate in activities on or related to the Facility. I understand that I can choose not to sign this document and free myself from the terms and obligations of this document, but I will not then be granted access to the Facility.

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Participant's Printed Name: \_\_\_\_\_

Participant's Signature: \_\_\_\_\_

Date: \_\_\_\_\_