

USE AGREEMENT, ACKNOWLEDGEMENT OF RISK AND RELEASE OF LIABILITY

Please read this document carefully before signing it. Part of it is an acknowledgment of risk, a release of liability and waiver of certain legal rights. **By signing it, you will be giving up your right to sue for any property damage or personal injury (including death and disability) you or other members in your group suffer as a result of the negligence of the parties being released, or the acts or omissions of others.**

A. ACKNOWLEDGEMENT OF RISK

I hereby acknowledge, on behalf of myself, and my heirs, personal representatives and assigns, that occupancy of accommodations at the Ranch, use of the Ranch or surrounding area, and engaging in activities at the Ranch or the surrounding area, exposes me (and members of my family or group) to a wide variety of risks, and potential for harm to property, health, and even life that I or others may not be exposed to in the normal course of everyday life in an urban or suburban setting. These risks include, *but are not limited to*,

- long response times by law enforcement and emergency medical services;
- lack of immediate access to medical care and state of the art medical care;
- exposure to environmental factors such as high wind, dusts, smoke, sudden and extreme changes of weather, heavy rain, flood, lightning, sunburn, heat stroke, dehydration, hypothermia, wildfire, any of which could result in potential injury and death;
- exposure to wild and potentially dangerous animals, including mammals (including bears, mountain lions, coyotes, and javelina), reptiles (including rattlesnakes), insects (including bees and wasps), and arachnids (including scorpions, black widow spiders and brown recluse spiders), the bites or stings of which can cause serious injury or death to humans and animals, predatory birds (including owls and hawks);
- exposure to rough roads, barbed wire fences and gates;
- exposure to agricultural machinery, equipment, stored materials, chemicals, or devices that may not be secured and may be dangerous if handled;
- exposure to rough terrain which could result in loss of balance and falls;
- exposure to poisonous or prickly plants (such as poison ivy and cactus);
- exposure to buildings and improvements that may not meet applicable codes;
- exposure to livestock and horses (which may behave in an unpredictable and erratic fashion);
- loss of bearings (sense of direction) such that you or others become "lost";

Any of these risks could result in loss of or damage to property, or personal injury (including disability or death). I assume the foregoing risks, and the risk of harm to myself and my children and our property which may result from exposure to such risks.

B. RELEASE [READ CAREFULLY BEFORE SIGNING]

In exchange for the Ranch allowing me, other members in my group (including family and children), to be present on the Ranch, I, on behalf of myself, and my heirs, personal representatives, successors and assigns, hereby release and discharge H&B Properties, Inc. and NAN Ranch Cattle Company, LLC, and each of their members, shareholders, owners, officers, directors, employees, agents, and independent contractors, and each of them, and their

respective heirs, successors, personal representatives and assigns (the "Released Parties") from any and all claims and liability for property loss or damage and personal injury (including disability and death) resulting from the negligence of the Released Parties (or any of them), or the acts or omissions of others, and agree not to sue (on behalf of myself or others) any of the Released Parties for any property loss or personal injury (including personal injury or death) suffered by me or others as a result of the negligence of any of the Released Parties, or the acts or omissions of others.

C. WAIVER OF RIGHTS RE MEDIA

I understand that the Ranch reserves the right to take photographic or video records of any or all of the activities conducted within its premises and I hereby agree that the H&B Properties, Inc. may use such records for promotional and/or commercial purposes without any remuneration to me. Presence at the Ranch constitutes my consent for this. I hereby assign all right, title and interest I may have in or to any and all media in which my name or likeness might be used by the H&B Properties, Inc.

D. TERMS AND CONDITIONS OF OCCUPANCY AND USE

The "Terms and Conditions Of Occupancy and Use" (the "Terms and Conditions") posted on or about the premises and available for review at [website address] are incorporated herein by reference. By signing below, I acknowledge that I have read such Terms and Conditions, agree to abide by them, and agree that I will ensure that all minors with me abide by them.

GUEST'S SIGNATURE:

Print Name and Sign

DOB

Date

WITNESSED BY:

Print Name and Sign

Date