

**2021 KATEMCY ROCKS, L.L.C
RELEASE OF CLAIMS AND WAIVER OF LIABILITY**

DRIVER # _____ @ _____
SPOTTER w/# _____ @ _____
SPECTATOR _____ @ _____
CAMPING _____ @ _____
TOTAL FEE _____

This release is executed on _____, 2021, by

(Name- *please print*) _____ of

(Address) _____,

(Email) _____ (Cell Phone) _____

hereafter referred to as RELEASOR.

RELEASOR desires to enter and engage in activities at KATEMCY ROCKS, L.L.C. RELEASOR understands this property is a privately owned ranch (hereinafter "the Ranch") being operated as KATEMCY ROCKS, L.L.C. RELEASOR has been given permission to enter the premises and use the premises for "off roading", "four wheeling", "wheeling" and/or "rock crawling," in four wheel drive motor vehicles, all terrain type vehicles, trials motorcycles as well as the assorted activities related to that sport such as camping, hiking and spectating. RELEASOR recognizes and understands that many of said activities can be extremely dangerous in nature and can cause significant injury to person and/or property. RELEASOR further recognizes and understands that due to the terrain of Katemcy Rocks, vehicle roll-overs, slips, falls, cactus, rattlesnake encounters, and/or spider/insect encounters may occur that may result in serious injury or death.

RELEASOR further recognizes and acknowledges that, even as a spectator, the sport of "off roading," often times results in significant property damage to the off-roader's vehicle AND can result in serious injury and/or death to spectators/participants by things such as vehicle roll-overs, snapped winch cables, broken parts, flying objects, rock slides, submersion in water, snake bites, spider/insect bites, falls, etc. Nevertheless, RELEASOR desires to attend activities at Katemcy Rocks and, in exchange for the use of the ranch premises, RELEASOR hereby **voluntarily releases and waives any claims of liability and/or negligence** of or by Katemcy Rocks, L.L.C., the Ranch, and their respective owners, operators, employees, representatives, agents and volunteers, specifically including Hofmann Living Trust, Johanna Hoffman and family, Randy Kruse, Shain Chapman, Jerry and Elaine Kruse, their heirs, assigns and next of kin, for any and all personal injury and property damage sustained by RELEASOR while on the premises of the Ranch.

In consideration of being permitted to use the facilities of Katemcy Rocks for "four wheeling," "wheeling," "rock crawling," "trials bikes" and related activities including, but not limited to, spectating, riding, trail riding, camping (if permitted), RELEASOR on behalf of Releasor and the personal representatives, heirs, and next of kin of RELEASOR, **releases, waives, discharges and covenants not to sue Katemcy Rocks, L.L.C., the Ranch, their respective owners, operators, employees, heirs, assigns, representatives, agents and volunteers (hereinafter referred to as RELEASEES) from any and all claims of negligence by RELEASEES or liability to RELEASOR and Releasor's personal representatives, assignees, heirs, and next of kin, for any and all loss or damage, and any claims or damage therefore, on account of injury to person or property of RELEASOR, while RELEASOR is on the Ranch or using its property, equipment or facilities.**

RELEASOR assumes full responsibility for any risk of bodily injury, death or property damage to RELEASOR while in or on the Ranch and/or while engaging in any activities on the Ranch. RELEASOR consents, agrees and contracts that this Release shall be effective for each time during the calendar year that RELEASOR enters the premises at Katemcy Rocks.

RELEASOR expressly agrees this release is intended to be as broad and inclusive as permitted by the laws of the State of Texas and that, if any portion of this agreement is held to be invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

This release contains the entire agreement between the parties and this agreement, and the terms of this release, are contractual and not mere recitals. This release will be construed in accordance with the laws of the State of Texas, and RELEASOR consents to venue in Mason County, Texas.

WARNING

UNDER TEXAS LAW (CHAPTER 75A, CIVIL PRACTICE AND REMEDIES CODE), AN AGRITOURISM ENTITY IS NOT LIABLE FOR ANY INJURY TO OR DEATH OF AN AGRITOURISM PARTICIPANT RESULTING FROM AN AGRITOURISM ACTIVITY.

KATEMCY ROCKS, L.L.C./RANCH	RELEASOR
Representative Signature: _____	Releasor Signature: _____
	Printed Name: _____

IF UNDER 18 YEARS OF AGE, A NOTARIZED SIGNATURE OF A PARENT OR GUARDIAN IS REQUIRED.

Printed Name: [CHILD'S NAME] _____

PARENT OR LEGAL GUARDIAN _____

SUBSCRIBED and sworn to before me, _____

on this day _____ of _____, 2021.

Notary Public Seal