

RELEASE AND INDEMNITY BY VISITOR

In consideration of and in reliance upon my agreement to this Release and Indemnity (this "Release"), the Owners and Operators (defined below) of the Cherry Canyon Ranch in Jeff Davis County, Texas, (the "Ranch") grant me a limited right to enter upon Cherry Canyon Ranch for the purpose of viewing, experiencing, and enjoying the Ranch and its wildlife. I agree to abide by any directions or restrictions of use of the Ranch that may be given or established by any of the Owners and Operators.

My presence upon the Ranch is voluntary and is permitted by the Owners and Operators without compensation and for my sole benefit. I recognize that the Ranch is a large, natural, undeveloped property that includes many natural and manmade dangers, both known and hidden, inherent on such a property, including without limitation, the dangers of injury or death from falling, fences, gates, cattle guards, caves, crevices, snake bite, lightning, drowning, exposure to livestock or other wild animals, insects, or poisonous plants. THE OWNERS AND OPERATORS OF THE RANCH MAKE NO REPRESENTATIONS AS TO ANY CONDITION OF THE RANCH AND I EXPRESSLY ASSUME ALL RISKS OF MY DEATH OR PERSONAL INJURY and all loss of property or any other loss of any type that may arise from my use of or presence on the Ranch, including those which may be caused by defects or hazards of the Ranch, whether known or unknown to Owners and Operators, or by the negligence of any of the Owners and Operators.

Without limitation of my express assumption of the risks set forth above, I HEREBY, ON BEHALF OF MYSELF, AND MY HEIRS, EXECUTORS, ADMINISTRATORS, REPRESENTATIVES, AND ASSIGNS, HEREBY RELEASE AND AGREE TO HOLD HARMLESS AND INDEMNIFY EACH OF PATRICIA SHIELD AYRES, ROBERT A. AYRES, VERA A. BOWEN, TERRY GILCHREST, AND BLAKE MURDEN, INDIVIDUALLY, AND THEIR RESPECTIVE AGENTS AND REPRESENTATIVES OPERATING SHIELD RANCH (COLLECTIVELY, THE "OWNERS AND OPERATORS"), AND THEIR RESPECTIVE HEIRS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, EMPLOYEES AND AGENTS, AGAINST ANY AND ALL CLAIMS AND CAUSES OF ACTION FOR PERSONAL INJURIES OR DEATH OR PROPERTY DAMAGE AND RELATED EXPENSES, ARISING OUT OF OR RELATING TO: (A) MY USE OF AND/OR PRESENCE UPON THE RANCH; (B) ANY DANGEROUS CONDITIONS ON THE RANCH, WHETHER KNOWN OR UNKNOWN TO THE RELEASED PARTIES; AND (C) ANY PERSONAL INJURIES, DEATH OR PROPERTY DAMAGE CAUSED BY THE SOLE NEGLIGENCE OF ANY OF THE OWNERS AND OPERATORS OR BY THE JOINT NEGLIGENCE OF ANY OF THE OWNERS AND OPERATORS AND MYSELF AND/OR ANY THIRD PARTY.

I have read and agree to the foregoing Release and Indemnity by Visitor.

I am legal guardian of _____.
I have read the foregoing Release, acknowledge and assume the risks of his/her presence on the Ranch, release, indemnify, and hold the Owners and Operators harmless as set forth above.

Participant's Signature Date

Guardian's Signature Date

Printed Name: _____

Printed Name: _____