

# RIDING RIVER RANCH

## ONLINE GUEST AGREEMENT

### HOLD HARMLESS, ASSUMPTION OF RISK, RELEASE OF LIABILITY, INDEMNITY, AND MINOR CHILD CONSENT

#### ELECTRONIC ACCEPTANCE AGREEMENT READ ALL TERMS BEFORE CLICKING "I AGREE"

**IMPORTANT: THIS IS A LEGALLY BINDING AGREEMENT. BY CLICKING "I AGREE" OR "ACCEPT" BELOW, YOU ARE ELECTRONICALLY SIGNING THIS DOCUMENT AND GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. PLEASE READ EVERY SECTION CAREFULLY BEFORE PROCEEDING.**

This Hold Harmless, Assumption of Risk, Release of Liability, Indemnity, and Minor Child Consent Agreement ("Agreement") is presented electronically to each adult participant, guest, renter, event attendee, invitee, visitor, or parent/legal guardian ("Participant") as a condition of entry to and use of the Premises. By clicking "I Agree," Participant agrees to be bound by all terms of this Agreement to the same extent as a handwritten signature under applicable law, including the Texas Uniform Electronic Transactions Act (Tex. Bus. & Com. Code § 322.001 et seq.).

Released Parties: Riding River Ranch, Ltd.; the property owner(s); operator(s); lessor(s); lessee(s); manager(s); event host(s); event organizer(s); venue operator(s); affiliated entities; parent companies; subsidiaries; members; managers; shareholders; partners; officers; directors; trustees; employees; staff; contractors; subcontractors; volunteers; representatives; agents; insurers; successors; assigns; family members of the owners/operators; and all other persons or entities associated with the ownership, operation, maintenance, management, leasing, supervision, or use of the Ranch, venue, cabins, water features, roads, trails, and related improvements (collectively, the "Released Parties").

This Agreement applies to all entry onto, presence at, travel to or from, and use of the property commonly known as Riding River Ranch, including without limitation all cabins, lodging, ranch lands, facilities, trails, roads, bridges, parking areas, event spaces, Pearl Springs venue, lake areas, swimming holes, spring-fed waters, decks, docks, recreational areas, and all other real or personal property associated with the ranch (collectively, the "Premises").

This Agreement is required by Riding River Ranch, Ltd. for entry to and use of the Premises, and Riding River Ranch, Ltd. would not permit entry and access to, or use of the Premises without this Agreement.

#### 1. ACTIVITIES COVERED

This Agreement applies to any and all activities on or related to the Premises, whether supervised or unsupervised, including without limitation:

- cabin rental, lodging, overnight stays, and general guest occupancy;
- hiking, walking, sightseeing, photography, wildlife viewing, and general ranch recreation;
- swimming, wading, diving, jumping, sliding, floating, kayaking, tubing, fishing, and all water-related use of the Blue Hole, Evans Springs, lake, springs, creeks, banks, edges, docks, decks, and surrounding areas;

- operation, riding in, loading/unloading, parking, or being near Jeeps, side-by-sides, ATVs, UTVs, trucks, trailers, passenger vehicles, golf carts, or any other motorized or non-motorized vehicles;
- use of roads, trails, paths, bridges, low-water crossings, steep or uneven terrain, and remote areas;
- attendance at weddings, parties, reunions, corporate events, private events, rehearsals, setup/teardown, catering activities, food service, dancing, music, alcohol consumption, and other gatherings at Pearl Springs or elsewhere on the Premises;
- playground, lawn, outdoor games, firepit/designated fire areas, and general recreational use;
- any other activity, event, or presence on the Premises, whether specifically listed here or not.

## **2. ACKNOWLEDGMENT OF INHERENT AND OTHER RISKS**

I understand, acknowledge, and agree that use of the Premises and participation in activities there involve INHERENT RISKS, OBVIOUS RISKS, HIDDEN RISKS, AND EXTRAORDINARY RISKS, including risks of PROPERTY DAMAGE, PERSONAL INJURY, SERIOUS BODILY INJURY, ILLNESS, DROWNING, PARALYSIS, AND DEATH. These risks include, without limitation:

- natural bodies of water, changing depths, cold water, murky water, submerged objects, slippery rocks, slick surfaces, algae, currents, sudden drop-offs, cliffs, banks, ledges, slides, diving/jumping hazards, and the absence of lifeguards;
- remote location, delay in emergency response, limited cell service, limited medical access, and weather-related dangers;
- uneven ground, holes, loose rock, mud, erosion, vegetation, cactus, insects, snakes, spiders, feral or wild animals, livestock, and other wildlife;
- vehicle collisions, rollovers, loss of control, passenger falls, trail hazards, poor road conditions, dust, limited visibility, and conduct of other drivers;
- structures, decks, docks, stairs, railings, cabins, fixtures, appliances, ramps, event equipment, sound equipment, catering equipment, and other improvements or personal property;
- acts or omissions of other guests, renters, visitors, children, vendors, contractors, event hosts, or third parties;
- alcohol consumption, impairment of self or others, and related conduct;
- sanitation, food-related issues, allergic reactions, and communicable illness exposure;
- NEGLIGENCE OF ONE OR MORE OF THE RELEASED PARTIES.

I understand that the Premises are part of a ranch and rural recreational property, and conditions may be rugged, unimproved, natural, isolated, or hazardous.

## **3. VOLUNTARY PARTICIPATION AND FITNESS**

I voluntarily choose to enter the Premises and participate in activities. I represent that I and each minor child for whom I sign, supervise, care, and/or have custody over are physically and mentally able to do so and will act responsibly. I understand that it is my responsibility to supervise any minor children in my care at all times.

## **4. ASSUMPTION OF ALL RISKS**

**TO THE FULLEST EXTENT PERMITTED BY TEXAS LAW, I KNOWINGLY, VOLUNTARILY, AND EXPRESSLY ASSUME ALL RISKS OF ENTRY ONTO THE PREMISES AND PARTICIPATION IN ANY ACTIVITY, WHETHER SUCH RISKS ARE KNOWN OR UNKNOWN, FORESEEABLE OR UNFORESEEABLE, INHERENT OR OTHERWISE, INCLUDING RISKS ARISING FROM THE NEGLIGENCE OF ANY RELEASED PARTY. THIS ASSUMPTION APPLIES TO ALL MINOR CHILDREN IN MY CARE, CUSTODY AND/OR SUPERVISION.**

#### **5. RELEASE OF LIABILITY**

**TO THE FULLEST EXTENT PERMITTED BY TEXAS LAW, I, FOR MYSELF AND FOR MY SPOUSE, HEIRS, ESTATE, PERSONAL REPRESENTATIVES, NEXT OF KIN, ASSIGNS, AND ANYONE CLAIMING BY OR THROUGH ME, HEREBY RELEASE, ACQUIT, AND FOREVER DISCHARGE THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, LOSSES, COSTS, EXPENSES, ATTORNEYS' FEES, LIABILITIES, OR SUITS OF ANY KIND, WHETHER IN LAW OR EQUITY, ARISING OUT OF OR RELATED TO INJURY, DEATH, ILLNESS, LOSS, OR PROPERTY DAMAGE OCCURRING ON OR ABOUT THE PREMISES OR ARISING OUT OF ANY ACTIVITY RELATED TO THE PREMISES, INCLUDING CLAIMS ARISING FROM THE NEGLIGENCE OF ANY RELEASED PARTY.**

**THIS RELEASE OF LIABILITY SHALL ALSO APPLY TO, AND SHALL BE BINDING UPON, ALL MINOR CHILDREN IN MY CARE, CUSTODY, SUPERVISION OR CONTROL AND FOR ANY OF SUCH MINOR CHILD'S HEIRS, ESTATE, PERSONAL REPRESENTATIVES, NEXT OF KIN, ASSIGNS, AND ANYONE CLAIMING BY OR THROUGH SUCH CHILD.**

#### **6. HOLD HARMLESS AND INDEMNITY**

**TO THE FULLEST EXTENT PERMITTED BY TEXAS LAW, I AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, JUDGMENTS, LOSSES, COSTS, LIABILITIES, FINES, PENALTIES, AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COURT COSTS) ARISING OUT OF OR RELATED TO:**

- my entry onto or use of the Premises;
- the acts or omissions of me, my guests, invitees, family members, children, event attendees, or anyone for whom I am responsible;
- any property damage or personal injury caused in whole or in part by me or those under my control;
- any claim brought by or on behalf of a minor child for whom I sign;
- any claim brought by another person arising out of my conduct or the conduct of any child or guest under my supervision or responsibility.

**THIS HOLD HARMLESS AND INDEMNITY SHALL ALSO APPLY TO, AND SHALL BE BINDING UPON, ALL MINOR CHILDREN IN MY CARE, CUSTODY, SUPERVISION OR CONTROL AND FOR ANY OF SUCH MINOR CHILD'S HEIRS, ESTATE, PERSONAL REPRESENTATIVES, NEXT OF KIN, ASSIGNS, AND ANYONE CLAIMING BY OR THROUGH SUCH CHILD. This indemnity is intended to be as broad and inclusive as permitted by Texas law.**

#### **7. MINOR CHILDREN**

If I accept this Agreement on behalf of any minor child, I represent and warrant that I am the parent or legal guardian of that child, or otherwise have legal authority to bind that child. I consent to the child's entry onto the Premises and participation in all activities. I understand that I am fully responsible for the supervision, safety, conduct, and wellbeing of the child.

**TO THE FULLEST EXTENT PERMITTED BY TEXAS LAW, I AGREE THAT THE TERMS OF THIS AGREEMENT, INCLUDING THE ASSUMPTION OF RISK, RELEASE, AND INDEMNITY, APPLY TO EACH SUCH MINOR CHILD AND TO ANY CLAIM ASSERTED BY OR ON BEHALF OF THAT CHILD.**

#### **8. PROPERTY DAMAGE / RESPONSIBILITY FOR GUESTS**

I accept full responsibility for any damage to the Premises, cabins, furnishings, fixtures, venue areas, equipment, vehicles, gates, roads, trails, water features, or other property caused by me or anyone in my party, including minor children and guests. I authorize the Released Parties to recover the reasonable cost of repair, replacement, cleaning, restoration, removal, or related expense.

#### **9. RULES / RIGHT TO REMOVE**

I agree to comply, and to ensure my party complies, with all posted rules, rental terms, event rules, safety instructions, online notices, and verbal directions, including the Riding River Ranch Guest Rules and Regulations as posted in cabins, online, at the Premises, or otherwise provided by the Released Parties, and including any rules relating to swimming, vehicles, restricted areas, after-dark driving, fires, fireworks, firearms, alcohol, glass containers, noise, littering, smoking, pets, and unauthorized visitors. The Released Parties reserve the right to remove any person from the Premises for safety, rule violations, trespass, illegal conduct, disorderly conduct, intoxication, or other inappropriate behavior, without prior notice or without refund if applicable.

#### **10. MEDICAL CONSENT / EMERGENCY RESPONSE**

I authorize emergency medical care for me and any minor child for whom I accept this Agreement if deemed reasonably necessary, and I understand that the Released Parties have no duty to provide medical care, rescue services, or emergency transportation. I accept full responsibility for any medical costs incurred.

#### **11. NO WARRANTIES / CONDITION OF PREMISES**

I understand that the Premises are provided "AS IS" and "WITH ALL FAULTS." The Released Parties make no representations or warranties, express or implied, regarding the safety, suitability, condition, maintenance, supervision, or fitness of the Premises or any activity.

#### **12. TEXAS LAW / VENUE**

This Agreement shall be governed by and construed under the laws of the State of Texas, without regard to conflict-of-law rules. Any dispute arising out of or relating to this Agreement or the Premises shall be brought exclusively in a court of competent jurisdiction in the county where the Premises are located or such other Texas county chosen by the Released Parties if permitted by law, and I consent to such jurisdiction and venue.

#### **13. SEVERABILITY**

If any portion of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect to the fullest extent permitted by law.

**14. ENTIRE AGREEMENT / BINDING EFFECT**

This Agreement is intended to be broad and inclusive to the maximum extent allowed by Texas law and constitutes the entire agreement between the parties regarding the subject matter hereof. It is binding upon me and my spouse, children, heirs, estate, representatives, successors, and assigns.

**15. CONSPICUOUS NEGLIGENCE RELEASE**

**I UNDERSTAND THAT THIS AGREEMENT INCLUDES A RELEASE OF CLAIMS BASED ON THE NEGLIGENCE OF THE RELEASED PARTIES.**

**I FURTHER UNDERSTAND THAT I AM AGREEING NOT TO SUE THE RELEASED PARTIES FOR CLAIMS ARISING FROM PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE SUSTAINED BY ME OR BY ANY MINOR CHILD FOR WHOM I ACCEPT THIS AGREEMENT, EVEN IF CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF A RELEASED PARTY, TO THE FULLEST EXTENT PERMITTED BY TEXAS LAW.**

## 16. ELECTRONIC ACCEPTANCE AND AGREEMENT

**PLEASE READ THE ACKNOWLEDGMENTS BELOW BEFORE CLICKING "I AGREE"**

By clicking "I Agree," "Accept," or a similar button or checkbox, I acknowledge, represent, and agree to each of the following:

- **I HAVE CAREFULLY READ THIS ENTIRE AGREEMENT AND UNDERSTAND ITS TERMS.**
- **I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE RELEASED PARTIES.**
- **I AM ACCEPTING THIS AGREEMENT FREELY, VOLUNTARILY, AND WITHOUT COERCION.**
- **I INTEND MY ELECTRONIC ACCEPTANCE TO CONSTITUTE A LEGALLY BINDING SIGNATURE TO THE SAME EXTENT AS A HANDWRITTEN SIGNATURE UNDER TEXAS LAW, INCLUDING THE TEXAS UNIFORM ELECTRONIC TRANSACTIONS ACT (TEX. BUS. & COM. CODE § 322.001 ET SEQ.).**
- **I AM 18 YEARS OF AGE OR OLDER. IF I AM ACCEPTING ON BEHALF OF A MINOR CHILD, I REPRESENT THAT I AM THE PARENT OR LEGAL GUARDIAN OF THAT CHILD AND HAVE AUTHORITY TO BIND THAT CHILD TO THIS AGREEMENT.**
- **I AGREE THAT THIS ELECTRONIC ACCEPTANCE CONSTITUTES A COMPLETE AND UNCONDITIONAL RELEASE ON BEHALF OF MYSELF AND ANY MINOR CHILDREN FOR WHOM I ACCEPT, TO THE MAXIMUM EXTENT ALLOWED BY TEXAS LAW.**
- **I UNDERSTAND THAT MY NAME, THE DATE AND TIME OF ACCEPTANCE, AND MY IP ADDRESS OR DEVICE IDENTIFIER MAY BE RECORDED AND RETAINED AS EVIDENCE OF THIS AGREEMENT.**

**[ I AGREE — CLICK TO ACCEPT AND SUBMIT ]**

*By clicking the button above, I confirm that I have read, understand, and agree to all terms of this Agreement.*