

# REVEILLE PEAK RANCH AND REVEILLE PEAK RANCH SOLUTIONS dba RPR RANGE

## ACCEPTANCE OF RISKS INDEMNIFICATION AGREEMENT

### **I. Assumption of the Risk**

I, the undersigned Ranch Guest, fully understand and agree that participation in any activity listed below and/or associated with event hosting/producer or other entities, Vol and Kristi Montgomery, Reveille Peak Ranch, Reveille Peak Ranch Solutions dba RPR RANGE, and its employees or instructors (full time or contracted) or using equipment provided by event hosting/producer or other entities, Vol and Kristi Montgomery and/or Reveille Peak Ranch, Reveille Peak Ranch Solutions dba RPR Range, and its employees or instructors (full time or contracted) or my own personal equipment, upon property owned or operated by race hosting or other entities, Vol and Kristi Montgomery and/or Reveille Peak Ranch, Reveille Peak Ranch Solutions dba RPR Range, and its employees or instructors (full time or contracted) may result in accidental or other physical injury or property damage. I ACKNOWLEDGE THAT MY PARTICIPATION IN ACTIVITIES AT REVEILLE PEAK RANCH OR REVEILLE PEAK RANCH SOLUTIONS DBA RPR RANGE INHERENTLY ENTAILS KNOWN AND UNKNOWN RISKS AND INHERENT DANGERS WHICH COULD RESULT IN PHYSICAL OR EMOTIONAL INJURY, PARALYSIS, DEATH, OR DAMAGE TO MYSELF, TO PROPERTY, OR TO THIRD PARTIES. I UNDERSTAND THAT SUCH RISKS SIMPLY CANNOT BE ELIMINATED WITHOUT JEOPARDIZING THE ESSENTIAL ENTERTAINMENT OR TRAINING QUALITIES OF THE ACTIVITIES. Furthermore, I understand that event hosting/producer or other entities, Vol and Kristi Montgomery and/or Reveille Peak Ranch, Reveille Peak Ranch Solutions dba RPR Range, and its employees or instructors (full time or contracted) seek safety, but are not infallible. Event hosting/producer or other entities, Vol and Kristi Montgomery and/or Reveille Peak Ranch, Reveille Peak Ranch Solutions dba RPR Range, and its employees or instructors (full time or contracted) might be unaware of a Ranch Guest's fitness or abilities. Event hosting/producers or other entities, Vol and Kristi Montgomery and/or Reveille Peak Ranch, Reveille Peak Ranch Solutions dba RPR Range, and its employees or instructors (full time or contracted) might misjudge the weather, the elements, or the terrain. Event hosting/producers or other entities, Vol and Kristi Montgomery and/or Reveille Peak Ranch, Reveille Peak Ranch Solutions dba RPR Range, and its employees or instructors (full time or contracted) may give inadequate warnings or instructions, and the equipment being used might malfunction. I also understand that event hosting/producers or other entities, Vol and Kristi Montgomery and/or Reveille Peak Ranch, Reveille Peak Ranch Solutions dba RPR Range, and its employees or instructors (full time or contracted) have no control over certain hazards concerning surface or subsurface conditions of property; natural conditions of land, vegetation, or waters; and the behavior of wild or domestic animals. I understand that I am ultimately responsible for identifying hazards which may cause risk of injury or damage during my activities. I understand that during the course of my activity, if I injure myself or another person then I indemnify Reveille Peak Ranch, Reveille Peak Ranch Solutions dba RPR Range and Vol and Kristi Montgomery. Furthermore if my actions are deemed dangerous or disruptive to others then we reserve the right to refuse service and insist that you leave the property. I, for myself my heirs, legal representatives, and assigns agree to assume the risk of such injury or damage.

### **II. Assumption of Personal Responsibility**

In consideration of the services of race hosting or other entities, Vol and Kristi Montgomery and/or Reveille Peak Ranch, Reveille Peak Ranch Solutions dba RPR Range, their agents, owners, officers, volunteers, other Ranch Guests, employees, and all other persons or entities acting in any capacity on their behalf, I ASSUME ALL THE FOREGOING RISKS AND ACCEPT PERSONAL RESPONSIBILITY FOR THE DAMAGES FOLLOWING ANY INJURY, DEATH, OR DAMAGE OF ANY KIND. I DO HEREBY RELEASE, ACQUIT, AND FOREVER DISCHARGE VOL AND KRISTI MONTGOMERY AND/OR REVEILLE PEAK RANCH, REVEILLE PEAK RANCH SOLUTIONS DBA RPR RANGE AND ITS SUCCESSORS ASSIGNS, DIRECTORS, AGENTS, AND EMPLOYEES (COLLECTIVELY REFERRED TO HEREIN AS "RELEASED PARTIES"), FROM ANY AND ALL MANNER OF CAUSES OF ACTION, LAWSUITS, CLAIMS, DEMANDS, JUDGMENTS AND DAMAGES of every kind and character, known or unanticipated, including, but not limited to, claims of Released Parties negligence or the condition or use of the property of any of the Released Parties, that I have or could have against the Released Parties or any of them, resulting from or arising out of participation in the Activity.

### **III. Agreement to Indemnify/Hold Harmless**

Event hosting/producers or other entities, Vol and Kristi Montgomery and/or Reveille Peak Ranch, Reveille Peak Ranch Solutions dba RPR Range, and its employees or instructors (full time or contracted) shall not be responsible for any lost or stolen items of personal property. I AGREE TO INDEMNIFY AND HOLD event hosting/producers or other entities, VOL AND KRISTI MONTGOMERY AND/OR REVEILLE PEAK RANCH, REVEILLE PEAK RANCH SOLUTIONS dba RPR Range, AND ITS EMPLOYEES OR INSTRUCTORS (FULL TIME AND CONTRACTED) AS RELEASED PARTIES HARMLESS AGAINST ALL CLAIMS, DEMANDS, DAMAGES, COSTS AND EXPENSES, including reasonable attorneys' fees for the defense thereof, arising from a Ranch Guest's, or Ranch Guest's invitees', or children's activities on or around the property of Vol and Kristi Montgomery and/or Reveille Peak Ranch, Reveille Peak Ranch Solutions dba RPR Range at any time, EVEN IF the claim, demand, damage, cost or expense is CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF VOL AND KRISTI MONTGOMERY AND/OR REVEILLE PEAK RANCH, REVEILLE PEAK RANCH SOLUTIONS dba RPR RANGE AND ITS EMPLOYEES OR INSTRUCTORS (FULL TIME AND CONTRACTED).

### **IV. Assumption of Costs/Medical Risks**

I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

### **V. Agreement NOT to Sue; Waiver of Liability, Choice of Law/Venue**

IN EXCHANGE FOR MY PARTICIPATION IN ACTIVITIES AT REVEILLE PEAK RANCH OR REVEILLE PEAK RANCH SOLUTIONS dba RPR RANGE, I (FOR MYSELF, MY HEIRS, FAMILY MEMBERS, PERSONAL REPRESENTATIVES, AND ASSIGNS), AGREE NOT TO SUE THE RELEASED PARTIES. I EXPRESSLY AGREE THAT THIS WAIVER OF LIABILITY, RELEASE, INDEMNIFICATION, AND HOLD HARMLESS AGREEMENT IS INTENDED TO BE AS BROAD AND AS INCLUSIVE AS IS PERMITTED BY THE STATE OF TEXAS, and that if any portion, word, term, phrase, clause or paragraph of this agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. It is further agreed that the execution of this waiver of liability, release indemnification and hold harmless agreement will not constitute a waiver by event hosting/producers or other entities, Vol and Kristi Montgomery and/or Reveille Peak Ranch, Reveille Peak Ranch Solutions dba RPR Range and its employees or instructors (full time or contracted) of any defense recognized by federal or state courts. By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against event hosting/producers or other entities, Vol and Kristi Montgomery and/or Reveille Peak Ranch, Reveille Peak Ranch Solutions dba RPR Range and its employees or instructors (full time or contracted) on the basis of any claim from which I have released them herein. I understand that this is the entire agreement between me and event hosting/producers or other entities, Vol and Kristi Montgomery and/or Reveille Peak Ranch, Reveille Peak Ranch Solutions dba RPR Range or and its employees or instructors (full time or contracted), and this agreement cannot be modified orally. I also understand that this Agreement is governed by Texas law and that venue is proper only in Burnet County, Texas.

Initials \_\_\_\_ Date \_\_\_\_\_

**VI. Authorization to Provide Medical Treatment**

I understand that Reveille Peak Ranch and Reveille Peak Ranch Solutions dba RPR Range seeks to provide a safe environment for Ranch Guests, however, I also understand that emergency medical care may or may not be immediately available if I do suffer minor or major or life threatening injury. I hereby authorize the staff and representatives of event hosting/producers or other entities, Vol and Kristi Montgomery, Reveille Peak Ranch, Reveille Peak Ranch Solutions dba RPR RANGE or and its employees or instructors (full time or contracted) to arrange and secure any necessary emergency medical and dental treatment. I also understand that I am responsible for any charges for these emergency services.

**VII. Permissible Activities**

I understand that many of the activities listed below may or may not be permitted and/or may only be allowed only through special authorization or as a guided or led activity. I understand that any Ranch Guest desiring to conduct activities not on the below list must first obtain written permission from Vol or Kristi Montgomery or their designated Reveille Peak Ranch/Reveille Peak Ranch Solutions dba RPR Range representatives. I understand I must conduct the following activities only in their designated areas. I UNDERSTAND THAT RANCH GUESTS MAY NOT CONSUME ALCOHOL WHILE PARTICIPATING IN MOUNTAIN BIKING, TRAIL RUNNING, WATER ACTIVITIES, HUNTING/SHOOTING, CHALLENGE COURSES, OR ANY OTHER ACTIVE EVENT AT THE RANCH.

1. Hiking or Trail Running	7. High or Low Challenge Course Elements
2. Mountain Biking	8. Portable Low Ropes or Climbing Walls
3. Camping	9. Rock Climbing, Rappelling, Fast Roping
4. Fishing	10. Scuba Diving
5. Paddle Boarding, Kayaking, or Canoeing	11. Hunting
6. Swimming	12. Shooting
7. Vehicle Driving	13. Obstacle Course Use

**VIII. Use of Shuttle**

As a Ranch Guest, I agree that this release covers any use of the Reveille Peak Ranch shuttle either on or off property. I voluntarily bear the risk of riding in the shuttle and I agree NOT to hold liable event hosting/producer or other entities, Vol or Kristi Montgomery, and its employees or instructors (full time or contracted) or any released parties in case of an accident.

**IX. Attestation**

BY MY SIGNATURE AND INITIALS, I ATTEST THAT I AM PHYSICALLY CAPABLE OF SAFELY PARTICIPATING IN THE ABOVE DESIGNATED ACTIVITIES, AND I AM NOT AND WILL NOT BE UNDER THE INFLUENCE OF ANY MEDICATION, ALCOHOL, OR SUBSTANCE, THAT WOULD IMPAIR MY ABILITY TO SAFELY PERFORM THE ABOVE ACTIVITIES. I have had sufficient opportunity to read this entire document and present it to an attorney for review if I wanted to. I have read and understood it, and I voluntarily agree to be bound by its terms. If I am under 18, I have permission of at least one Parent or Guardian to participate in the above activities as signed below. If visiting the RPR Range, I have read and agree to abide to the RPR Range Rules. Finally, I HAVE READ APPENDIX A RANCH RULES AND AGREE TO ABIDE BY THEM.

**APPENDIX A: RANCH RULES**

As a Ranch Guest at Reveille Peak Ranch or Reveille Peak Ranch Solutions, I have read and agree to abide by the following Ranch Rules. I understand that I may forfeit my opportunity to participate in Ranch activities if I perform activities in an unsafe manner or breach these rules. I also understand that Vol and Kristi Montgomery and Reveille Peak Ranch retain the right to update, change, or amend these rules at anytime. It is therefore my responsibility to keep apprised of Ranch Rules and any updates to those Rules prior to my participation in any activity.

At Reveille Peak Ranch:

- Ride/Run ONLY on marked trails
- There is to be NO collecting of rocks, plants or animals
- Dogs must remain on leash and NO dogs allowed on trails
- NO dogs are allowed in the Pavilion or pool area.
- Personal Flotation Devices (PFDs) must be worn during any lake-water activity
- Helmets must be worn at all times when on a Bicycle
- Riders must stay within their skill level
- Please yield appropriately
- There is NO smoking in the Pavilion area
- NO altering, defacing, destroying, or removing establishment property
- There is absolutely NO littering
- Lake access or use must be preapproved
- All members and visitors must abide by the RPR Range Rules while onsite at the RPR Range

**COMPLETE INFORMATION REQUIRED BELOW**

<b>GUEST NAME:</b>	
<b>MINOR:</b>	<b>MINOR:</b>
<b>EMAIL:</b>	
<b>REPEAT EMAIL:</b>	
<b>SIGNATURE:</b>	

*Signature(s) of parent(s) or guardian(s) is REQUIRED if Ranch Guest is under 18*

Please don't sign me up for email newsletters from RPR or RPRS

**FOR DAY USE REGISTRATION ONLY**

<b>EMERGENCY CONTACT NAME:</b>
<b>EMERGENCY CONTACT NUMBER:</b>