

RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK

The individual identified as "Participant" below (hereinafter referred to as "**Participant**") desires to enter the real property located at 9609 W. Highway 82, Savoy, TX 75479 (the "**Property**") to engage in camping, swimming, fishing, hiking, and similar outdoor activities (whether singular or plural, hereinafter referred to as the "**Activities**") provided, conducted, and sponsored by Frisco Bible Church (the "**Organization**"). Participant understands that the owner of the Property, The Lowrey Ranch, LLC ("**Owner**"), has granted the Organizations access to the Property for the purpose of providing and conducting the Activities and is requiring that Participant execute this agreement (this "**Agreement**") as a condition to Participant's entry onto the Property and participation in the Activities. As lawful consideration for being permitted by Owner to enter the Property and participate in the Activities, Participant agrees to all the terms and conditions set forth in this Agreement on behalf of Participant and his or her heirs, personal representatives, next-of-kin, successors, and assigns. For the avoidance of doubt, this Agreement and binds Participant with respect to any and all future Activities and entries onto, or uses of, the Property by Participant.

PARTICIPANT IS AWARE AND UNDERSTANDS THAT (A) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PROPERTY, INCLUDING CREEKS, PONDS, BLUFFS, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, WEATHER AND OTHER ACTS OF GOD, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS (INCLUDING, WITHOUT LIMITATION, SNAKES, INSECTS, RODENTS, BOBCATS, AND COYOTES), AND THE PRESENCE OF POISONOUS PLANTS; (B) THE PROPERTY IS INTENDED AS A NATURAL AREA AND IS LOCATED IN A RURAL LOCATION, LACKING ONSITE OR NEARBY SAFETY, EMERGENCY, OR HEALTH ACCOMMODATIONS OR SERVICES; (C) OWNER UNDERTAKES NO RESPONSIBILITY TO INSPECT, REPAIR, OR IMPROVE THE CONDITION OF THE PROPERTY; AND (D) THE ACTIVITIES ARE INHERENTLY DANGEROUS AND INVOLVE THE RISK OF SERIOUS INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE. PARTICIPANT ACKNOWLEDGES THAT ANY INJURIES THAT PARTICIPANT MAY SUSTAIN MAY BE COMPOUNDED BY NEGLIGENT ACTS OR OMISSIONS BY THE OWNER OR OTHER PERSONS. PARTICIPANT ACKNOWLEDGES THAT PARTICIPANT IS KNOWINGLY AND VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH AN EXPRESS UNDERSTANDING OF THE DANGER INVOLVED AND HEREBY AGREES TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DEATH, OR PROPERTY DAMAGE, WHETHER CAUSED BY THE ORDINARY OR GROSS NEGLIGENCE OF OWNER OR OTHERWISE.

PARTICIPANT HEREBY EXPRESSLY WAIVES AND RELEASES ANY AND ALL CLAIMS, NOW KNOWN OR HEREAFTER KNOWN, AGAINST OWNER AND ITS OFFICERS, MEMBERS, MANAGERS, EMPLOYEES, AGENTS, AFFILIATES, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, "RELEASEES") ON ACCOUNT OF ANY INJURY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF OR ATTRIBUTABLE TO PARTICIPANT'S USE OF OR PRESENCE ON THE PROPERTY OR PARTICIPANT'S PARTICIPATION IN THE ACTIVITIES, WHETHER ARISING OUT OF THE ORDINARY OR GROSS NEGLIGENCE OF OWNER OR ANY RELEASEES OR OTHERWISE. PARTICIPANT COVENANTS NOT TO MAKE OR BRING ANY SUCH CLAIM AGAINST OWNER OR ANY OTHER RELEASEE, AND FOREVER RELEASES AND DISCHARGES OWNER AND ALL OTHER RELEASEES FROM LIABILITY UNDER SUCH CLAIMS.

PARTICIPANT SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS OWNER AND ALL OTHER RELEASEES AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, CLAIMS, ACTIONS, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS, OR EXPENSES OF WHATEVER KIND, INCLUDING ATTORNEY FEES, FEES AND THE COSTS OF ENFORCING ANY RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT, AND THE COST OF PURSUING ANY INSURANCE PROVIDERS, INCURRED BY RELEASEES, ARISING OUT OF OR RESULTING FROM ANY CLAIM OF A THIRD PARTY RELATED TO PARTICIPANT'S USE OF OR PRESENCE ON THE PROPERTY OR PARTICIPANT'S PARTICIPATION IN ACTIVITIES.

This Agreement constitutes the entire agreement of Owner and Participant with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement or the application thereof to any party or circumstance is held invalid, illegal, or unenforceable to any extent in any jurisdiction, then the remaining terms and provisions and their application to other parties or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law. This Agreement is binding on and shall inure to the benefit of Owner and Participant and their respective successors, heirs, personal representatives, and assigns. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Texas, excluding any conflict-of-laws rule or principle that might refer the governance or the construction of this agreement to the laws of another jurisdiction. Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in Fannin County, Texas, and Participant hereby consents to the exclusive jurisdiction of such courts.

FOR ADULT PARTICIPANTS:

BY SIGNING BELOW, PARTICIPANT ACKNOWLEDGES THAT HE OR SHE HAS READ AND FULLY UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT PARTICIPANT IS VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OWNER, WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO PARTICIPANT. PARTICIPANT COMPLETELY AND UNCONDITIONALLY RELEASES ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Participant Signature: _____

Printed Name of Participant: _____

Address: _____

Date: _____

FOR PARTICIPANTS UNDER THE AGE OF 18:

I AM THE PARENT OR LEGAL GUARDIAN OF THE MINOR PARTICIPANT NAMED BELOW. I HAVE THE LEGAL RIGHT AND AUTHORITY TO EXECUTE THIS AGREEMENT ON BEHALF OF SUCH MINOR PARTICIPANT AND TO BIND MYSELF AND SUCH MINOR PARTICIPANT TO THE TERMS OF THIS AGREEMENT. BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS ON BEHALF OF MYSELF AND THE MINOR PARTICIPANT NAMED BELOW, INCLUDING THE RIGHT TO SUE OWNER, WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME OR PARTICIPANT. ON BEHALF OF MYSELF AND PARTICIPANT, I COMPLETELY AND UNCONDITIONALLY RELEASE ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Printed Name of Participant: _____

Signature of Participant's Parent/Guardian: _____

Printed Name of Parent/Legal Guardian: _____

Address: _____

Date: _____