

**RELEASE OF LIABILITY AND ACKNOWLEDGEMENT AND ACCEPTANCE  
OF DANGERS, RISKS AND HAZARDS OF TOURING PROPERTY**

I hereby acknowledge that I have knowingly and willingly entered a Showing Agreement, or become a party bound by the terms and conditions of a Showing Agreement concerning the property located at.....INSERT PROPERTY ADDRESS..... (hereinafter the Premises) by and between **INSERT RANCH OWNER/***LISTING PROFESSIONALS GROUP (Listing Party) and/or POTENTIAL BUYER/BUYERS AGENTS TOURING THE PROPERTY (hereinafter the VIEWING PARTY)*, and the following individual or group of individuals singularly or collectively referred to as "VIEWING PARTY". I understand the terms, provisions and conditions of that Showing Agreement and agree to abide by its terms, provisions and conditions.

**GENERAL AGREEMENTS AND USE OF PROPERTY:**

1. I will conduct myself in a responsible and safe manner in compliance with the Agreement contained herein and with common sense;
2. All persons entering the property are required to sign this Acknowledgement and Release of Liability. Persons entering the property without signing this Acknowledgement and Release of Liability will be considered trespassing;
3. I agree not to carry a firearm, hunt or leave the property under the influence or in the possession of alcohol consumed on the property. Further, I agree not to be intoxicated at any time during the Viewing/stay.
4. No cutting of wood or removal of anything, such as but not limited to plants, rocks, minerals, gemstones, fossils, petrified wood, arrowheads, or of anything as might cause depreciation in the value of the land, either real, aesthetic or archaeological without permission;
5. No fires allowed without permission. I will immediately report any wildfires that may occur on the Premises to Owner or Owner's Agent. I further agree to pay for any damages to improvements or loss by fire to improvements, fences or pastures caused by my negligence.
6. I agree to use reasonable effort not to injure or otherwise damage any persons, livestock, other property and conduct my operations so as not to interfere with the operation of any cattle grazing leases, or any mineral leases. And agree to pay the full value of any livestock that I may accidentally kill or wound. I further agree to be held liable and responsible for any injury or damages to any persons, property, fences, pastures, caused by my negligence;
7. Viewing Party accepts the Premises, "AS IS," with no implied or expressed warranty

**INDEMNITY:** Viewing Party and/or Viewing Party's Agents, Employees, Family Members, Guests, and other persons who enter the premises hereinafter are called the "Viewing Party Group". Viewing Party Group acknowledges that touring ranch land can be a hazardous activity, and that Viewing Party Group is familiar with all risks and hazards involved and assumes all risks on said Premises. Viewing Party Group agrees to indemnify, defend, and hold harmless *INSERT PROPERTY OWNER's AGENT and/or RANCH/PROPERTY OWNER (hereinafter the OWNER), agents, employees, representatives (including intermediary INSERT LOCAL LISTING AGENT NAME/WALL TEAM), successors and assigns (hereinafter "LISTING PARTY")* from and against any and all liability, claims, fines, settlements, damages, demands, suits or causes of action of whatsoever nature, including but not limited to reasonable attorney's fees, arising out of bodily injury to, illness or death of any person, including Viewing Party or other member of the Viewing Party Group, damage to property of any person, legal entity, or third party, in any occurrence incident to or arising out of or relating to this Agreement or any activities occurring upon the Premises including, but not limited to, and expenses and costs, which might arise out of VIEWING PARTY serving intoxicating beverages to anyone, or allowing intoxicating beverages to be brought onto the premises, or allowing a person under the influence of intoxicating beverages or controlled substances to come onto or remain on the premises, whether by VIEWING PARTY or otherwise; the performance or non-performance by VIEWING PARTY of its obligations hereunder; a breach of any term, provision or warranty contained in this Agreement; or any violation of any laws, regulations or ordinances related to VIEWING PARTY'S obligations or performance hereunder.

#### **WARNING OF DANGEROUS CONDITIONS ON PREMISES**

The dangerous conditions listed below serve to warn me and make me aware, appreciate and understand that dangerous conditions, risks, and hazards exist, both obvious and potential, both natural and man-made, that can cause serious bodily injury or death and damage or destruction to me or to my personal property. My presence and activities on the Premises expose me and my personal property to these dangerous conditions, risks and hazards, both obvious and latent and both natural and man-made, including, but not limited to, poisonous snakes, insects and spiders; elevated blinds and tree stands, whether or not erected by Owner; eroded areas, holes, uncovered wells, steep inclines, sharp and jagged rocks located both on and off roadways and trails that create rough, hazardous and dangerous driving and walking conditions; animals both wild and domestic, that may be diseased and/or possessed with propensities to injure or kill; rushing and still water with perils lurking above and beneath the surface; persons with firearms and other lethal weapons both on or off the Premises; the presence of bare electrical wires and barbed wire and metal fences and gates to restrain livestock; and the use of vehicles, boats and ATVs both on and off roadways, waterways, ponds, and lakes.

#### **WAIVER-RELEASE OF LANDOWNER FROM LANDOWNER'S NEGLIGENCE**

*In consideration for the right to enter the Premises and/or the right to View the Premises, I hereby waive and release all claims and agree to indemnify, release, defend and hold harmless the Owner and Listing Professionals Group named above, his or her or its respective owners, heirs, agents, representatives (including intermediary WALL TEAM), landowner(s), employees and Assigns from and against any and all claims, demands, causes of action and damages, including, but not limited to, court costs, judgments and attorneys' fees resulting from any accident, incident or occurrence arising out of, incidental to, or in any way resulting from the use of or my exposure to the conditions of the premises. These include, among other things, injury or death to the undersigned and damage or destruction of the undersigned's personal property. Sometimes referred to as the Express Negligence Doctrine (Ethyl Corp. v. Daniel Const. Co., 725 W.W.2d 705 (Tx.S.Ct., 1987)). **I am aware of the dangers associated with the premises, I voluntarily enter the premises, and I assume the risks.***

*I hereby further covenant and agree that I, my heirs, successors and Assigns will not make any claim or institute any suit or action at law or in equity against the Owner or Listing Professionals Group named above, his or her or its respective owners, heirs, agents, representatives( including intermediary WALL TEAM), landowner(s), employees and Assigns by reason of the viewing party's active or passive negligent conduct, or by reason of the conditions of the premises, whether natural or man-made, and whether the condition is caused by the viewing party's active or passive negligence.*

#### **ASSUMPTION OF THE RISKS**

I declare I am aware of the *State v. Shumake, 131 S.W.3d 66 (Tex.App.-Austin 2003), affirmed, 2006 WL 17; 16304 (Tex.2006)* case decided by the Texas Supreme Court in 2006. In that case, the landowner's failure to warn of an extremely dangerous man-made condition may give rise to a cause of action for gross negligence.

I hereby agree and declare that the "Warning of Dangerous Conditions on Premises" stated earlier ***serves to warn me of any actual or potentially dangerous natural or man-made conditions*** that I may reasonably expect to encounter on the Premises that may cause serious bodily harm or death or cause damage to or destruction of my personal property.

I hereby state that I am aware of the dangerous conditions, risks and hazards mentioned earlier and that I: (1) Understand and appreciate the nature and extent of the risks and dangers of being exposed to those and other associated dangerous conditions and (2) Voluntarily, expressly, and knowingly consent to exposing myself and my personal property to those and other associated dangerous conditions

By fixing my signature below, I knowingly and expressly **ASSUME THE RISKS** of my exposure to the dangerous conditions, risks, and hazards expressed above. This assumption of the risks may be used by the Owner or Listing Professionals Group as a defense in a court of law as outlined by the Texas Supreme Court in *Farley v. M.M. Cattle Co., 529 SW2d 751*, against any allegations either for negligence or gross negligence for failure to warn me of any dangerous or man-made conditions that I am apt to encounter expectedly or unexpectedly on the premises. This assumption does not extend to the Owners or Listing Professionals Group reckless or intentional conduct.

#### **The Severability Clause**

If any term, provision, covenant, release, assumption or condition of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

#### **Length of the Agreement**

This Release and Assumption of the Risks Form applies during the time that I am permitted on the Premises, now and in the future, and until this agreement is revoked in writing.

**PARENTAL, GUARDIAN, AND SUPERVISORY RESPONSIBILITY FOR MINORS AND INDEMNIFICATION FOR INJURIES OR DEATHS IN CONSIDERATION FOR ALLOWING \_\_\_\_\_ (NUMBER OF MINORS) MINORS TO ACCOMPANY ME ON THE PREMISES, I AGREE TO KEEP CLOSE SUPERVISION OF THE MINORS IN MY WATCH AND CARE AT ALL TIMES. I FURTHER AGREE TO INDEMNIFY THE OWNER OR LISTING PROFESSIONALS GROUP FOR ALL CLAIMS STEMMING FROM THE INJURY AND/OR DEATH OF A MINOR OR MINORS IN MY WATCH AND CARE CAUSED BY MY LACK OF, OR NEGLIGENT SUPERVISION.**

**List of Recent Accidents and Incidents Occurring on the Premises**

According to Texas Case law, the Owner needs to warn Hunters and Guests of accidents and incidents occurring on the premises that may influence their decisions to enter. The following is a list of all accidents and incidences that involved injury or death to a Hunter or Guest or to the damage or destruction of his or her personal property. This list covers all accidents and incidences occurring in the last two years: NONE

THIS AGREEMENT SUPERSEDES ANY AND ALL OTHER AGREEMENTS.

***{REMAINDER OF PAGE LEFT INTENTIONALLY BLANK  
SIGNATURE PAGE BELOW}***

**VIEWING PARTY SIGNATURE:** Date signed \_\_\_\_\_.

I HAVE READ AND CONSENT TO THE SHOWING TERMS PROVIDED HEREIN:

\_\_\_\_\_

Signature

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Address

\_\_\_\_\_

Telephone

\_\_\_\_\_

E-mail

**VIEWING PARTY SIGNATURE:** Date signed \_\_\_\_\_.

I HAVE READ AND CONSENT TO THE LEASE TERMS PROVIDED HEREIN:

\_\_\_\_\_

Signature

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Address

\_\_\_\_\_

Telephone

\_\_\_\_\_

E-mail

**VIEWING PARTY SIGNATURE:** Date signed \_\_\_\_\_.

I HAVE READ AND CONSENT TO THE LEASE TERMS PROVIDED HEREIN:

\_\_\_\_\_

Signature

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Address

\_\_\_\_\_

Telephone

\_\_\_\_\_

E-mail