

**2006 CON SAFO, LTD. RELEASE OF CLAIMS AND WAIVER OF LIABILITY AND INDEMNITY**

This release is executed on (month/day) \_\_\_\_\_, 2006, by

(Name) *please print clearly* \_\_\_\_\_ of

(Address) \_\_\_\_\_

(City) \_\_\_\_\_, (State) \_\_\_\_\_ hereafter referred to as "RELEASOR."

RELEASOR desires to enter and engage in activities on property which RELEASOR understands is a privately owned ranch (hereinafter the "Con Safo Ranch") being operated as CON SAFO, LTD. RELEASOR has been given permission to enter the premises and use the premises for "off roading", "four wheeling, "wheeling" and/or "rock crawling," in four wheel drive motor vehicles , all terrain type vehicles, trials motorcycles as well as the assorted activities related to that sport such as camping, hiking and spectating. RELEASOR recognizes and understands that many of these activities can be extremely dangerous in nature and can cause significant injury to person and/or property.

RELEASOR further recognizes and understands that due to the terrain of Con Safo Ranch, vehicle roll-overs, falls, rattlesnake encounters, and/or spider/insect encounters may occur that may result in serious injury or death.

RELEASOR further recognizes and acknowledges that even as a spectator, the sport of "off roading" often times results in significant property damage to the off-roader's vehicle AND can result in serious injury and/or death to spectators/participants by things such as vehicle roll-overs, snapped winch cables, broken parts, flying objects, rock slides, submersion in water, snake bites, spider/insect bites, falls, etc. Nevertheless, RELEASOR desires to attend and/or participate in activities at Con Safo Ranch and, in exchange for the use of the Con Safo Ranch premises, RELEASOR hereby **voluntarily releases and waives any claims of liability and/or negligence** that it may now or hereafter have against Con Safo, Ltd., the Con Safo Ranch, and their respective owners, officers, directors, operators, employees, representatives, agents and volunteers, specifically including Michael Lee Raymond and his family and their heirs, assigns and next of kin, for any and all personal injury and property damage sustained by RELEASOR while on the premises of the Con Safo Ranch.

In consideration of being permitted to use the facilities of Con Safo Ranch for "four wheeling," "wheeling," "rock crawling," "trials bikes" and related activities including, but not limited to, spectating, riding, trail riding, and/or camping, RELEASOR on behalf of Releasor and the personal representatives, heirs, and next of kin of RELEASOR, **releases, waives, discharges and covenants not to sue Con Safo, Ltd., the Con Safo Ranch, and their respective owners, officers, directors, operators, employees, heirs, assigns, representatives, agents and volunteers (hereinafter referred to as "RELEASEES") from any and all claims of negligence by RELEASEES or from any liability to RELEASOR and RELEASOR'S personal representatives, assignees, heirs, and next of kin, for any and all loss or damage and for any claims or damage therefrom, and/or on account of injury to the person or property of RELEASOR, while RELEASOR is on the Con Safo Ranch or using its property, equipment or facilities.**

RELEASOR assumes full responsibility for any risk of bodily injury, death or property damage to RELEASOR while in or on the Con Safo Ranch and/or while engaging in any activities on the Con Safo Ranch. RELEASOR consents, agrees and contracts that this Release shall be effective for each time during the calendar year that RELEASOR enters the premises at Con Safo Ranch.

RELEASOR expressly agrees this release is intended to be as broad and inclusive as permitted by the laws of the State of Texas and that, if any portion of this agreement is held to be invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

The release of claims and waiver of liability by RELEASOR as contained herein covers and includes RELEASOR and any minor child or children of RELEASOR who shall accompany RELEASOR on the Con Safo Ranch. In the event any claim arising out of the presence of such minor child or children on Con Safo Ranch is brought by or on behalf of such minor child or children against any of RELEASEES, RELEASOR agrees to indemnify and hold RELEASEES harmless from any loss costs, expenses, including reasonable attorney's fees, incurred by RELEASEES as a result of such claim or cause of action.

This release contains the entire agreement between the parties and this agreement, and the terms of this release, are contractual and not mere recitals. This release will be construed in accordance with the laws of the State of Texas, and RELEASOR consents to venue in Val Verde County, Texas.

**I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY, A WAIVER OF CLAIMS AND IS A CONTRACT BETWEEN MYSELF AND CON SAFO, LTD./THE CON SAFO RANCH AND ITS OWNERS AND OPERATORS AND I HAVE SIGNED IT OF MY OWN FREE WILL.**

CON SAFO, LTD. / CON SAFO RANCH	RELEASOR
Representative Signature: _____	Releasor Signature: _____
Printed Name: _____	Printed Name: _____

IF UNDER 18 YEARS OF AGE, A NOTARIZED SIGNATURE OF A PARENT OR GUARDIAN IS REQUIRED.

Printed Name: [CHILD'S NAME] \_\_\_\_\_

PARENT OR LEGAL GUARDIAN \_\_\_\_\_

SUBSCRIBED and sworn to before me, \_\_\_\_\_

on this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

Notary Public Seal