

**WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT
FOR
Visit to Deike Brothers Ranch**

Preface: Deike Brothers Ranch is an active Texas hill country ranch on the Pedernales River and is owned by Levi D., James M. and Norman Oliver Deike. As such it has domestic livestock (sheep, goats, cattle as well as two lamas and a Pyrenees dog), wild life indigenous to the area (including feral hogs) and equipment to actively manage the ranch. The known hazards include but are not limited to, snakes (four species of which are poisonous), plants that may be toxic and/or have thorns, water of varying depths, fences with barbs, animals and uneven terrain with hidden holes and rocks. There may also be unknown hazards not detailed herein.

As a guest of the owners you are welcome to come and enjoy yourself but there are few rules to include not harassing the livestock (all the livestock are usually gentle but the cows now have babies and with strangers they may react in an unusual manner), staying off the ranching equipment, staying out of the hunting blinds and sheds. If you open a gate be sure and close it. The owners have the right to seek compensation for any destruction resulting in a financial loss to the owners. You may take memories and any fish you catch, but leave only foot prints (no littering). Also a requirement is to read and sign the "Waiver of Liability and Hold Harmless Agreement" below.

1. In consideration for receiving permission to participate as a guest of the Deike Brother Ranch I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Deike Brothers Ranch, its owners (collectively or individually) and/or their families, their estate, heirs and assigns, or its employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or any of the property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, while participating in such activity, or while in, on or upon the premises where the activity is being conducted.
2. I am fully aware of the risks (usual and unusual) involved and hazards connected with this visiting a rural ranch (the activity), including but not limited to travel risks, water, animals (domestic or wild), plants, etc. I hereby elect to voluntarily participate in said activity with full knowledge that said activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage of property owned by me, as a result of being engaged in such activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE.
3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage or costs, including court costs and attorney fees, that they may incur due to my participation in said activity, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES OR OTHERWISE.
4. I understand that RELEASEES do not maintain any insurance policy covering any circumstance arising from my participation in this event or any activity associated with or facilitating that participation. As such, I am aware that I should review my personal insurance portfolio.
5. It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above-named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Texas.
6. IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, that I have had an opportunity to consult with an attorney of my choice regarding the terms contained herein and rights I am agreeing to waive, that I understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

Signed on this ____ day of _____, 2009.

PARTICIPANT

Printed Name

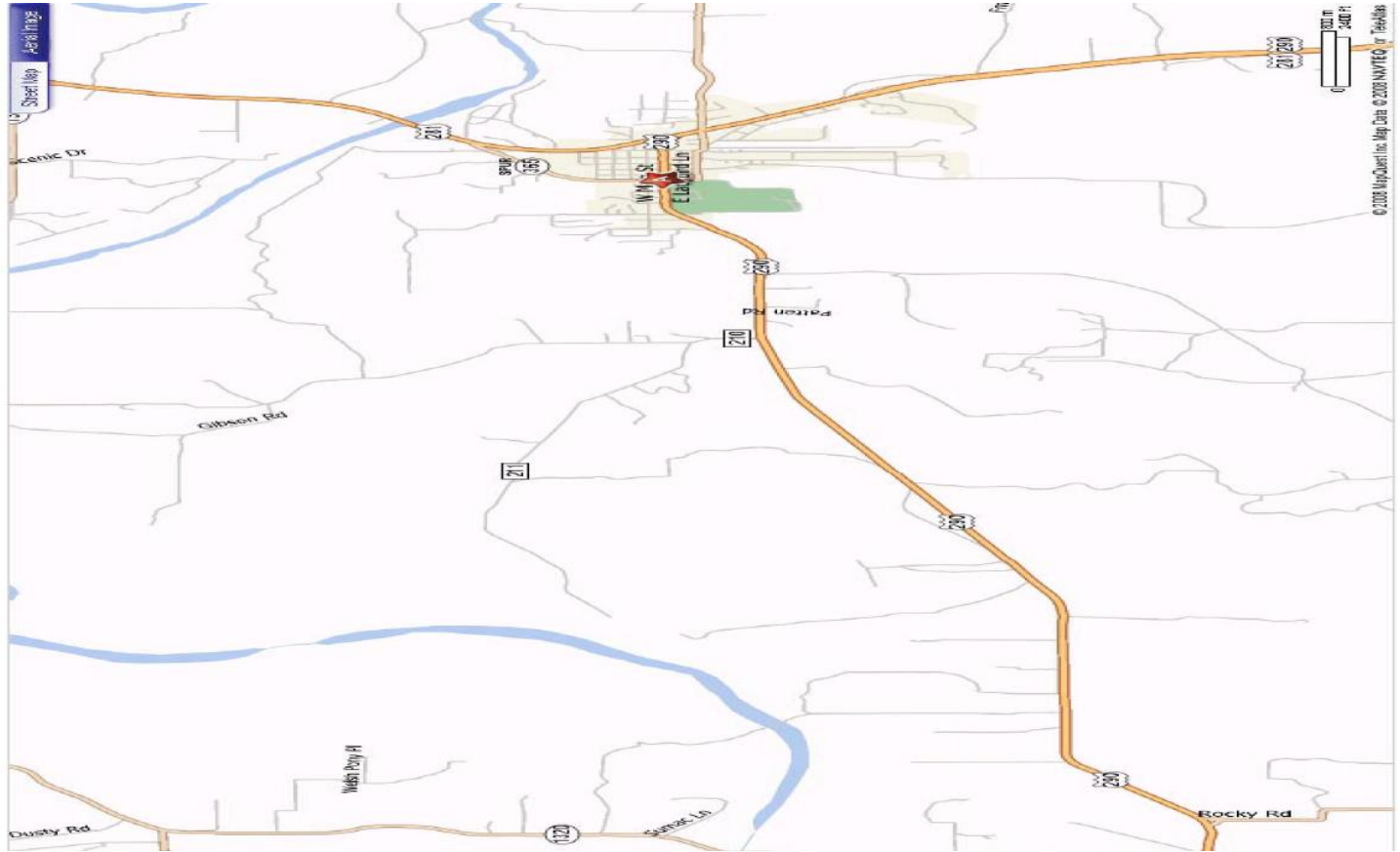
Signature

If Participant is under the age of 18, Parent/Guardian consents to the minor's participation in the Event and agrees with the terms in the above "Waiver of Liability and Hold Harmless Agreement."

Parent/Guardian Signature

Date

Deike Brothers Ranch



From Hwy. 281
South, take Spur 365
just as you enter
Johnson City. At light
take a Right.

From the Western
limits of Johnson
City, take Hwy. 290
west approx. 7 miles.
The Ranch entrance
is immediately off of
North side of 290.

The Gate in front will
say "Our Fathers
Place"

If the gate is closed
give me a call. (Use
caution if you trail
another car. The
gate may start to
shut.)

We will gather at the
house and all cross
the river together.

Follow the road
approx. 1 mile to the
Y. Take right until
you see the house.

Brian's cell 635-3325

Things to Bring

Closed toe shoes. (There are lots of rocks.) Battery powered lanterns – (Boys are not to use matches.) Bring fishing poles, Tents, Swimming shorts, Lots of mosquito spray!

NO firearms. Air soft guns only.