

Organizational Release of Liability

This release of liability is made and entered into on this _____ day of _____, 20____, by and between Randall County Sheriff's Posse, hereinafter known as the Owner/Manager at 8500 West Cemetery Road, Canyon Texas, hereinafter known as the Property and _____ hereinafter known as Visiting Organization. In return for the use, today and on all future dates of the property, facilities and services of the Owner/Manager, the Visiting Organization, their heirs, assigns, and legal representatives, hereby expressly agree to the following:

- It is the personal responsibility of the Visiting Organization to carry full and complete insurance coverage of any stock, horses, and/or personal property.
- Visiting Organization and its members agree to assume any and all risks involved in or arising from Visiting Organization's use of or presence upon Owner/Manager's property and facilities including, without limitation but not limited to, the risks of death, bodily injury, property damage, falls, bites, collisions with vehicles, horses, or stationary objects, fire or explosion, the unavailability of emergency medical care, or the negligence or deliberate act of another person.
- Visiting Organization, its members, heirs, survivors, beneficiaries, or assigns, agree to hold Owner/Manager and all its successors, assigns, subsidiaries, affiliates, officers, directors, employees, and agents completely harmless and not liable and release them from all liability whatsoever and agrees not to sue them on account of or in connection with any claims, causes of action, injuries, damages, cost or expenses arising out of Visiting Organization's use of or presence upon Owner/Manager's property and facilities, including without limitation, those based on death, bodily injury, property damage, including consequential damages, except if the damages are caused by direct, willful, and wanton negligence of the Owner/Manager. This release also applies to claims and cause of action for injury or death to any of the Visiting Organization's children and/or animals.
- Visiting Organization and its members agrees to waive the protection afforded by any statute or law in any jurisdiction whose purpose, substance, and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release.
- Visiting Organization and its members agrees to indemnify and defend Owner/Manager against, and hold it harmless from, any and all claims, causes of action, damages, judgments, costs or expenses, including attorney's fees, which in any way arise from the Visiting Organization's use of or presence upon the Property.
- Visiting Organization and its members agrees to abide by all of the Owner/Manager's rules and regulations.
- If Visiting Organization and its members are using stock or horses, the animals shall be free from infection, contagious or transmissible disease. Owner/Manager reserves the right to refuse an animal if not in proper health or is deemed dangerous or undesirable. Owner/Manager reserves the right to see proof of a negative Coggins and/or health certificate for any animal brought onto the premises.
- Visiting Organization acknowledges that activities on the Property can result in injury or property damage to the persons and/or animals engaged in those activities as well as others. The many possibilities and sources of injury or damage are acknowledged by the Visiting Organization and its members come upon the Property with full knowledge of such hazards.
- The term "Owner" used in this agreement covers and includes the Randall County Sheriff's Posse, its agents, employees, family members, heirs, devisees, and beneficiaries, as well as any other persons or entities for whom the Randall County Sheriff's Posse is acting as an agent or trustee, and any other person or entity owning any interest in the Property.
- This contract is non-assignable and non-transferable and is made and entered into the State of Texas, and shall be enforced and interpreted under the laws of this state. Should any clause be in conflict with state law, then that clause is null and void. When the Owner/Manager and Visiting Organization sign this contract, it will them be binding to both parties, subject to the above terms and conditions.

Owner/Manager's Signature

Visiting Organization Signature

Visiting Organization's Address/Phone Number