

**ENNIS RANCH  
RELEASE AND INDEMNIFICATION AGREEMENT**

In consideration of the opportunity to use the premises of Rosewood Ennis, L.L.C., known as the Ennis Ranch in Ellis and Navarro Counties, Texas (the "Ranch"), from time to time I agree on behalf of myself, my heirs, legal representatives, and assigns to the terms of this Release and Indemnification Agreement.

I understand that the Ranch is largely rough, unimproved land and that driving, walking, fishing, hunting, and other recreational activities on it are inherently dangerous activities that may expose me to hazards or risks that may result in my illness, personal injury or death, and I understand the nature of those hazards and risks and accept the premises in their present as-is condition. I am aware that other persons may be present from time to time within the same area and my own activities need to be conducted in a careful and prudent manner with due regard for the safety and well being of those other persons. I am aware that the Ranch is in an area remote from medical care, and that Rosewood Ennis, L.L.C. cannot guarantee the availability of emergency medical services or emergency transportation to medical facilities.

I assume full responsibility for all risks associated with use of the Ranch, and I for myself and for my heirs, successor and assigns agree that Rosewood Ennis, L.L.C. and any of its managers, officers, owners, affiliated corporations, agents or employees ("Released Parties") shall not be liable for any damages to persons or property, and I FOR MYSELF AND FOR MY HEIRS, SUCCESSORS, AND ASSIGNS RELEASE THE RELEASED PARTIES FROM ANY LIABILITY FOR ANY CLAIMS FOR LOSS OF OR DAMAGE TO PROPERTY AND FOR ANY ILLNESS OR INJURY TO MY PERSON, INCLUDING MY DEATH, THAT MAY RESULT IN CONNECTION WITH MY USE OF THE RANCH. I UNDERSTAND THAT THIS RELEASE COVERS ANY DAMAGE OR INJURY FROM ANY CAUSE WHATSOEVER, INCLUDING THE NEGLIGENCE OF THE RELEASED PARTIES. I FURTHER AGREE FOR MYSELF AND FOR MY HEIRS, SUCCESSORS, AND ASSIGNS TO INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM LOSS, DAMAGE, LIABILITY, CLAIMS, OR EXPENSE FROM ANY CAUSE WHATSOEVER, INCLUDING THE NEGLIGENCE OF RELEASED PARTIES, ARISING IN CONNECTION WITH MY USE OF THE PREMISES.

My use of the Ranch is as a guest and is purely recreational and is undertaken without any fee or other compensation being paid to the Released Parties.

In consideration of granting access and use of the Ranch to other of my family members from time to time hereafter, including my minor children, I agree that the releases and indemnification set forth in the previous paragraph includes all claims for any damages that those family members might bring.

**I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS RELEASE AND INDEMNIFICATION AGREEMENT.**

\_\_\_\_\_  
Date(s) of Ranch Visit

\_\_\_\_\_  
Signature  
Printed Name: \_\_\_\_\_  
Address: \_\_\_\_\_