

RELEASE AND INDEMNITY AGREEMENT

(PLEASE READ CAREFULLY)

AGREEMENT:

In consideration for the limited and revocable right to access and otherwise utilize the land commonly known as “Millican Reserve” in Brazos County, Texas, and any facilities thereon, I hereby freely agree to and make the contractual representations and agreements contained in this document (the “Agreement”). I acknowledge the inherent dangers of participating in outdoor activities including, but not limited to, activities such as bicycling, hiking, running, horseback riding, camping, canoeing, kayaking, nature walks, swimming and participating in any water sport activity. I voluntarily fully assume the risks associated with my presence at Millican Reserve, including (by way of example and not limitation) the following risks: possible collisions with pedestrians, livestock, wildlife, vehicles, bicycles, or other fixed or moving objects; potential surface hazards, equipment failure, inadequate safety equipment, fire, and hazardous weather conditions; contact with biting insects, reptiles, amphibians, fish, and mammals; the dangers of participating in any water or play activity including drowning; and the possibility of serious physical and/or mental trauma including death arising from any of the inherent dangers present at Millican Reserve.

I fully understand that accidents are not uncommon when participating in outdoor activities. I acknowledge it is impossible for the non-profit corporation known as Millican Reserve, its management, or the owners of the land on which it operates (together, “Millican”), its “Program Partners” (Millican-approved organizations operating at Millican Reserve for the purpose of education and recreation), or any other parties affiliated with Millican Reserve to anticipate and prevent all conceivably hazardous situations that can occur while participating in outdoor activities. I understand permanent disabling injuries and even death can occur when participating in such activities.

I acknowledge that due to the inherent danger related to the outdoor activities to be undertaken at Millican Reserve, Millican cannot and will not guarantee the safety of any person on the property or loss of any personal property. Furthermore, I understand that Millican does not guarantee the safety or quality of the facilities, the safety or quality of the program, or any of the equipment located on the property.

I agree that it is my sole responsibility to be familiar with the conditions of the land and facilities at Millican Reserve, and I accept them in their as-is where-is condition. I understand and agree that situations may arise during participation in activities at Millican Reserve that may be beyond the immediate control of Millican, and I will not partake in any activities which endanger myself or others. I accept responsibility for the condition and adequacy of my bicycle, horse equipment, camping equipment, or any other equipment I may use at Millican Reserve. When participating in any outdoor activity including, but not limited to, riding a bicycle, riding a horse, canoeing, or kayaking at Millican Reserve, I will wear the proper safety equipment including, but not limited to, a properly rated helmet or life jacket, and I assume all responsibility and liability for the selection and fit of this safety equipment. I confirm that I have no physical or mental condition which would endanger myself or others if I participate in any event at Millican Reserve, or which would interfere with my ability to participate in any activities at Millican Reserve.

I agree I will only enter Millican Reserve with the limited and revocable written permission of Millican or under the supervision of a Program Partner, and I will abide by any rules promulgated by Millican. My access to Millican Reserve is limited to the times and areas specifically permitted by separate agreement with Millican or Program Partners.

HOLD HARMLESS, INDEMNITY, AND RELEASE:

I UNDERSTAND THAT BY PARTICIPATING IN ACTIVITIES AT MILLICAN RESERVE THAT I TAKE FULL RESPONSIBILITY FOR MYSELF. AS SUCH, I HEREBY WAIVE, RELEASE, COVENANT NOT TO SUE, INDEMNIFY, AGREE TO HOLD HARMLESS, AND DISCHARGE FOR MYSELF, MY HEIRS, EXECUTORS, ADMINISTRATORS, LEGAL REPRESENTATIVES, ASSIGNS AND SUCCESSORS IN INTEREST ANY AND ALL RIGHTS AND CLAIMS WHICH I HAVE OR WHICH MAY HEREAFTER ACCRUE TO ME AGAINST MILLICAN, ANY OF ITS EMPLOYEES, DESIGNATES OR HEIRS AND ANY PROPERTY OWNERS, THROUGH OR BY WHICH THE ACTIVITIES WILL BE HELD FOR ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, INJURIES (INCLUDING DEATH), OR DAMAGES, INCLUDING COURT COSTS AND ATTORNEY’S FEES AND EXPENSES, WHICH MAY OCCUR TO MYSELF, MY GUESTS, OTHER PARTICIPANTS, AND THIRD-PERSONS AS A RESULT OF MY PARTICIPATION AND CONDUCT IN AN ACTIVITY AT MILLICAN RESERVE, WHILE TRAVELING TO AND FROM MILLICAN RESERVE, OR WHILE ON THE PREMISES OWNED, LEASED, OR CONTROLLED BY MILLICAN, INCLUDING INJURIES SUSTAINED AS A RESULT OF THE SOLE, JOINT, OR CONCURRENT NEGLIGENCE, NEGLIGENCE PER SE, STATUTORY FAULT, OR STRICT LIABILITY OF MILLICAN.

INSURANCE (NOT PROVIDED):

My signature on this document below indicates that I understand my need to have a comprehensive health, accident, and disability insurance plan that will pay for my complete care in the event I am injured or disabled while at Millican Reserve. Furthermore, I fully understand that neither Millican nor its affiliates maintain an insurance policy on my behalf nor will they provide insurance covering any circumstance arising from my access to Millican Reserve or my participation in an activity at Millican Reserve.

MEDICAL AUTHORIZATION:

I understand Millican and its affiliates cannot be expected to anticipate or control all of the risks associated with the outdoor activity at Millican Reserve and may need to respond to emergency situations including but not limited to serious injury. I hereby give my consent to receive medical treatment, as determined by Millican, a Program Partner, other affiliates, or medical professional, during or resulting from my participation in an activity at Millican Reserve. I, my heirs, executors, administrators, legal representatives, assigns and successors in interest understand that the cost of any treatment will be my sole responsibility and agree to indemnify and hold harmless Millican and its affiliates for any costs incurred to treat me.

MEDIA RELEASE AND EMAIL OPT-IN:

I grant permission to Millican and its affiliates to take and use photographs/digital images, videotape, and/or audio recording or quoted remarks of me while at Millican Reserve. I agree to my image, voice and likeness being used in promotional or educational materials. These materials might include printed or electronic publications, websites or other electronic communications. I acknowledge that the picture or recording taken for this project becomes the sole and exclusive property of Millican. I hereby irrevocably consent to the unlimited use by Millican of my photograph and all likenesses, photographs and reproductions of my face and/or body in any form, together with all accompanying sound recordings, without limitation regarding the territorial, time or factual range of use. I release Millican from any and all liability arising out of the use of my video reproductions and sound recordings, including without limitation any claims arising out of my right of privacy or right of publicity and any claims based on any distortions, optical illusions or faculty mechanical reproductions of any such images. No compensation will be paid for this use.

I agree that Millican may use my email address provided herein to send me information periodically relating to Millican Reserve as long as I may remove my name from this email distribution list at any time. I do not authorize Millican to release my email address to any third-party not affiliated with Millican Reserve.

VOLUNTARY SIGNATURE AND BINDING OF HEIRS AND ASSIGNS:

I acknowledge and represent that I have read, understand, fully consent to, agree with all of the preceding warnings and information, and voluntarily accept all terms and restrictions contained in this Agreement. Furthermore, I agree for myself and my successors, that the representations contained herein are contractually binding and are not mere recitals. I acknowledge that I have not relied on any oral representations or statements from Millican nor any Program Partner apart from the terms contained in this Agreement.

It is my express intent that this Agreement shall bind the members of my family and my spouse, if I am alive, and my heirs, assigns and personal representatives, if I am deceased, and shall be governed by the laws of the State of Texas.

This Agreement may not be modified orally and a waiver of any provision shall not be construed as a modification of any other provision herein or as consent to any other provision herein or as consent to any subsequent waiver or modification.

Please consult an attorney if you have any questions or concerns regarding this Agreement including but not limited to the ramifications of executing this document.

**PARTICIPANTS ARE REQUIRED TO FILL OUT ALL FORM FIELDS*

Executed this _____ day of _____, 20 ____

Signature of Participant

Phone # _____

Printed name: _____

DL # _____

Email Address: _____

Emergency Contact Name (Print): _____

Phone # _____

Parent or Guardian of Minor: I, as parent or guardian of the above named minor, hereby give my permission for my minor child or ward to participate in activities at Millican Reserve, and further agree, individually and on behalf of my child or ward to all terms contained in this Agreement.

Signature of parent or guardian if Participant is a minor

Date: _____

UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.