RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT
For Swenson Land & Cattle Company

NAME:_____

ADDRESS:_____

TELEPHONE:_____

EMERGENCY CONTACT:_____**PHONE:**_____

I am aware and understand that entry on the Swenson Land & Cattle Company property, located in Throckmorton County, Texas (Subject Property) is at my own risk. I am entering the Subject Property for study of nature, astronomy, and other recreational purposes only. In exchange for being permitted to enter the Subject Property, I do hereby release, waive, discharge and covenant not to sue Swenson Land and Cattle Company, its partners, members, managers, officers, agents, affiliates, employees, successors or assigns (hereinafter referred to as "Releasees"), from any and all liability, claims, demands, actions and causes of action of any kind whatsoever, in law or equity, arising out of or in any manner related to my entry on the Subject Property for recreational or astronomy or nature study purposes or my participation in any activities while on the Subject Property arising from any loss, damage, or injury that may be sustained by me or to any property belonging to me, **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE**.

I ALSO AGREE TO INDEMNIFY THE RELEASEES FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, COSTS, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES FOR DEFENDING ANY CLAIMS OR DEMANDS FOR ANY INJURY OR DAMAGE SUSTAINED BY ME OR TO ANY PROPERTY BELONGING TO ME ARISING OUT OF OR IN ANY MANNER RELATED TO MY ENTRY ON THE SUBJECT PROPERTY OR MY PARTICIPATION IN ANY ACTIVITIES WHILE ON THE SUBJECT PROPERTY, INCLUDING CLAIMS OR DEMANDS BASED ON THE NEGLIGENCE OF THE RELEASEES.

I further acknowledge and agree that the Releasees have not extended any assurance that the Subject Property is made safe for my intended use; have not assumed any duty to keep the Subject Property safe for entry or use; have not assumed responsibility or liability for any injury or damage sustained by me, caused by me or any other group, during my use of the Subject Property; and have not made any representation or warranty, either express or implied, regarding the condition and/or safety of the Subject Property or its improvements, or the ability to enter on or use the Subject Property without damage or a risk of damage to me or my property.

By executing this Release and Waiver of Liability and Indemnity Agreement, I certify that I am aware, know, and understand that entry on the Subject Property is at my own risk, and I am entering the Subject Property for research, study, and recreational purposes only.

The terms of this Release will be governed by and interpreted under the laws of Texas. If any term or provision of this release is found to be unenforceable or void, the term or provision concerned will be construed as valid and enforceable to the maximum extent permitted by law, and the remainder of this release will remain in full force and effect. I agree that exclusive venue for any dispute arising out of this release will be in Throckmorton County, Texas.

The releases, waivers, indemnities, agreements, and other provisions of this instrument apply to any and all access and use of the Subject Property on or after the date of execution of this document and shall not be limited to one event or a specific period of time.

THE FOREGOING INDEMNITIES, WAIVERS, AND RELEASES WILL APPLY EVEN IF ANY INCIDENT GIVING RISE TO A CLAIM(S) IS CAUSED IN WHOLE OR IN PART BY THE CONDITION OF THE SUBJECT PROPERTY OR BY THE SOLE OR CONCURRENT NEGLIGENCE OF SWENSON LAND AND CATTLE.

By signing below, I certify that I am at least 18 years of age or older and legally competent to sign this Release, that I understand the terms of this Release are contractual with legally binding effect and not a mere recital, and that I have signed this Release of my own free act and volition. **I further state and acknowledge that I have fully informed myself of the contents of this Release by reading and reviewing it before I have signed it, and that I had the opportunity to ask questions about anything I did not understand.**

I have executed this release on the _____ day of _____, 20____.

_____   _____   _____
Print Name   Signature   Date