

RELEASE AND WAIVER OF LIABILITY

This Release and Waiver entered into on (date) _____ BY AND BETWEEN Stillwater Refuge, Inc., through its authorized officers and agents, having principal mailing address at P.O. Box 549, 10230 FM 2022 N., Grapeland, Texas 75844-9514 (Retreat Center) AND (Print Guest's Name) _____, having a physical address at _____
Email address _____
Texas Hunting License number _____

Now Therefore, In exchange for the mutual promises of this Agreement and Visitor's limited license to enter and use the Retreat Center property, Visitor hereby enters into this release and waiver agreement, subject to the following terms and conditions:

- 1. Retreat Center Property:** Retreat Center Property means and includes any and all parcels of real estate owned, operated, leased, or used by Retreat Center as well as any and all personal property, vehicles, hunting blinds, or equipment owned, operated, leased, or used by Retreat Center or located on or within the grounds of the Retreat Center (Retreat Center Property).
- 2. Release and Waiver of Liability:** Visitor hereby releases Retreat Center from and against any and all claims for personal injury or loss that may result to Visitor from Visitor's entry on and use of the Retreat Center Property including the use of lake, swimming area, rope swing, boats, paintball, atv's, utv's, ranch vehicles and all hunting, fishing, archery, and firearm use of any kind. Visitor further holds harmless Retreat Center for any and all personal injuries, losses, or damages sustained by Visitor arising out of Visitor's use or entry on the property of Retreat Center.
- 3. Personal Responsibility:**

Visitor understands and Agrees that Visitor maintains full responsibility for Visitor's safety and well-being and that Visitor will use all diligence, care, and safety for Visitor's person while entering on or using the Retreat Center Property.
- 4. Construction:** This Agreement shall be governed by the laws of the State of Texas and enforced by a court of competent jurisdiction in the State of Texas. Further, the prevailing Party shall be entitled to reimbursement for all legal fees, expenses and costs incurred in such action. If any clause or provision herein shall be found invalid or unenforceable, such clause or provision shall not affect the validity of any other clause or provision, which shall remain in full force and effect. Each of the provisions of this Release shall be enforceable independently of any other provision of this Release and independently of any other claim or cause of action.

I, the undersigned Visitor, or Legal Guardian of the above listed Visitor, represent that I have read, understood, and agreed to all of the terms of this Release and Waiver and hereby waive, relinquish, release, and hold harmless Retreat Center from and against any and all claims of Visitor, if any, whether such claims are known or unknown, present or future.

Visitor _____ &/or Legal Guardian _____