

Hold Harmless and Indemnification Agreement

_____. hereinafter referred to as "Guest" is granted temporary access to the Seco Valley Ranch ("Ranch") in Medina County, with an address of 3361 C.R. 211, Hondo, Texas 78861, leased by DWD Longhorns, LLC ("Host"). The Guest and the Guest's party listed below is granted access to the Ranch for the time period beginning _____ and ending _____. As part of the consideration for being granted the right to come upon the Ranch, Guest hereby agrees as follows:

UNDER TEXAS LAW (CHAPTER 75A, CIVIL PRACTICE AND REMEDIES CODE), AN AGRITOURISM ENTITY IS NOT LIABLE FOR ANY INJURY TO OR DEATH OF AN AGRITOURISM PARTICIPANT RESULTING FROM AN AGRITOURISM ACTIVITY.

AGREEMENT AND WARNING: I UNDERSTAND AND ACKNOWLEDGE THAT AN AGRITOURISM ENTITY IS NOT LIABLE FOR ANY INJURY TO OR DEATH OF AN AGRITOURISM PARTICIPANT RESULTING FROM AGRITOURISM ACTIVITIES. I UNDERSTAND THAT I HAVE ACCEPTED ALL RISK OF INJURY, DEATH, PROPERTY DAMAGE, AND OTHER LOSS THAT MAY RESULT FROM AGRITOURISM ACTIVITIES.

Guest acknowledges and understands that no warranty, either expressed or implied, is made by the Host as to the condition of Ranch or any roads, buildings, gates, or other improvements located thereon. This document is sufficient warning that dangerous conditions, risks and hazards, both natural and man-made, do exist on the Ranch. Guest's presence and activities on the Ranch expose both Guest and Guest's property to dangerous conditions, risks and hazards, including but not limited to poisonous snakes, insects and spiders; hunting stands and blinds; rocks, erosion and general condition of the land, both on and off roadways and trails, creating rough, hazardous and dangerous driving, riding and walking conditions; animals both wild and domestic that may be diseased and/or potentially dangerous; rapidly rising and rushing water in creeks and arroyos; and persons with firearms on and off the Ranch.

1. GUEST AGREES TO INDEMNIFY AND HOLD HOST HARMLESS AGAINST ALL CLAIMS, DEMANDS, DAMAGES, COSTS AND EXPENSES, including

reasonable attorney's fees for the defense thereof, arising from Guest's or Guest's family members' activities on or around the Ranch at any time, EVEN IF the claim, demand, damage, cost or expense is CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF HOST.

2. GUEST FURTHER RELEASES HOST FROM ALL LIABILITY Host may otherwise owe to Guest, his heirs, survivors, beneficiaries, or assigns FOR ANY PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that Guest suffers while on the Ranch at any time. This release applies to all injuries or damages which may be suffered by Guest, his heirs, survivors, beneficiaries, or assigns, EVEN IF CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF HOST. This liability release also applies to claims and causes of action for injuries to or the death of any of Guest's family members.

3. Guest acknowledges that activities on rural property such as the Ranch can result in injury or property damage to the person doing those activities as well as others. The many possibilities and sources of injury or damage are acknowledged by Guest, and he or she comes upon the Ranch with full knowledge of such hazards.

4. The term "Host" used in this agreement also covers and includes Davis Family Properties, Ltd., Davis Family GP, LLC and their respective partners, agents, employees, representatives, family members, heirs, devisees, and beneficiaries, as well as any other persons or entities for whom any one of them is acting as an agent or trustee, and any other person or entity owning any interest in the Ranch, all of whom are included in this Release and Indemnification Agreement.

5. Guest has read this document and understands it. He or she is signing it freely and voluntarily. The provisions, covenants, conditions and indemnities contained in this Release shall survive the term of Guests' stay at the Ranch. As used in this release, the term "Guests" include any minors in Guests' care and all persons named in Guests' party while on the Ranch. This Agreement is fully performable in Bandera, Kendall, and Kerr Counties, Texas. If any minors are in Guest's party, the adult Guest agrees to be responsible for the safety and actions of such minors.

In signing this Agreement, Guest represents and warrants that (a) Guest have knowingly and willingly entered into this Agreement and become bound by its

terms and conditions; (b) Guest has had ample opportunity to read this Agreement and has done so and understands and voluntarily agrees to each term of the Agreement; (d) no representations or statements have been made to Guest about the safety of the Guest's experience on the Ranch; (e) Guest has not been induced to sign this Agreement by the statement or conduct of any person; (f) Guest is under no duress or requirement to sign this Agreement; and (g) Guest has the mental competence to understand and enter into this Agreement.

The undersigned Guest further represents and warrants that he or she has the authority to sign this Agreement for each minor or other Guest listed below.

The terms and conditions of this Agreement, including its release and indemnification provisions, are binding upon the heirs and assigns of the Guest and inure to the benefit of the successors and assigns of the Host.

DATED AND SIGNED THIS ____ day of _____, 20__

Guest Signature: _____

Name (print): _____

Address: _____ City _____

State _____ Zip _____

Phone: _____

Email: _____

Members of Guest's Party:

Signature

Name (print): _____

Signature

Name (print): _____

Signature

Name (print): _____

Signature

Name (print): _____

Signature

Name (print): _____

House Rules

1. No smoking is allowed inside the guest cabin. All cigarette butts must be picked up and properly disposed of. Please do not empty ashtrays or place cigar or cigarette butts in the indoor garbage cans. Under no circumstances should any smoking material be tossed on the ground while Guests are in the pastures (even if extinguished), they should instead be placed in a pocket and deposited in the outdoor trash.
2. Sheets and towels are provided in the guest cabin. These are washed prior to guest arrival. Guests are responsible for regular cleaning during their stay. No maid service is available. Trash should be placed in the dumpster near the front gate. You are sharing this residence with cats that have access through a cat door in the window near the HV/AC unit. Their jobs are to control the mouse population in the cabin. We cannot make any special accommodations for persons allergic to cats. Guests are asked not to leave perishable foods in the refrigerator. The pantry door should be closed before leaving to discourage visiting raccoons from entering and making a mess.
3. Deer blinds are located around the ranch. Guests enter at their own risk. Host makes no claims to stability, safety, freedom from wasps, spiders, scorpions or other perils that may be encountered including falls from elevated stands.
4. EMS service is a minimum 30-45 minutes-drive from the ranch. Life threatening emergencies should be referred to AirLife in San Antonio. They may be called directly (800) 247-6428, and given our GPS coordinates (Lat 29.542, Lon. -99.359). The patient will be picked up in the open pasture in front of the guest lodge. Flight time from take-off is approximately 20 minutes. Payment of all fees is the responsibility of the family of the patient in flight within 30 days of receipt of the AirLife bill. The nearest hospital for non-life-threatening injuries or illnesses is Medina Community Hospital in Hondo. The nearest reputable trauma center is University Hospital in San Antonio.
5. No hunting or hog trapping is allowed, including game species and varmints. Reptiles are also protected on this ranch. We highly value our population of Indigo snakes that help keep humans and livestock safe from venomous vipers.

6. No cutting or altering of perimeter or interior fencing. Leave all gates as you find them (open or closed). Never open a gate to walk through and leave it open behind you. Livestock have a knack for locating open gates and going where they are not supposed to be. Also never close a gate you find open, as you may be unknowingly locking livestock away from water access. If you encounter a fence or other infrastructure in need of repair including overflowing water troughs, dry water storages, leaking water lines, damaged deer stands, downed powerlines, etc., please report the location to host. If you encounter an injured animal, please do not approach it. Please immediately report it to the host.