

ROCKER B RANCH, GRAFORD, TEXAS
RETURN TO PLAY WAIVER

In consideration of being allowed to participate and/or attend in any way in the ROCKER B RANCH'S athletics/sports program, related events and activities, the undersigned acknowledges, appreciates, and agrees that:

1. The risk of injury and/or illness from the activities involved in ROCKER B RANCH'S athletics/sports program is significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce the risk, the risk of serious injury does exist;
2. By attending and/or participating in ROCKER B RANCH'S athletics/sports program there is a risk to have contact with individuals, who have been exposed to and/or have been diagnosed with one or more communicable diseases, including but not limited to **COVID-19** or other medical conditions, diseases, or maladies, and it is impossible to eliminate the risk that I could be exposed to and/or become infected through contact with or close proximity with an individual with a communicable disease;
3. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, AND ASSUME ALL FULL RESPONSIBILITY FOR MY PARTICIPATION AND/OR ATTENDANCE AT ATHLETICS/SPORTS PROGRAM, RELATED EVENTS AND ACTIVITIES AT THE ROCKER B RANCH. In consideration of Rocker B Ranch allowing my participation and/or attendance in the athletics/sports program, I HEREBY RELEASE, RELINQUISH, WAIVE, DISCHARGE, AND AGREE TO INDEMNIFY AND HOLD ROCKER B HOSPITALITY, L.L.C. D/B/A ROCKER B RANCH, ROCKER B RANCH, L.L.C., ROCKER B LAND & CATTLE COMPANY, L.L.C., THEIR OWNERS, MANAGERS, MEMBERS, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES, PARENT COMPANIES, AFFILIATES, CONTRACTORS, SUBCONTRACTORS, AND THEIR HEIRS, DEVISEES, SUCCESSORS, AND ASSIGNS (collectively "RELEASEES") HARMLESS FROM ANY AND ALL ACTIONS, CAUSES OF ACTION, CLAIMS, DEMANDS, LIABILITIES, LOSSES, DAMAGES, INJURIES, COSTS, AND/OR EXPENSES OF ANY KIND OR NATURE, INCLUDING COSTS OF LITIGATION, ATTORNEYS' FEES, AND RELATED REASONABLE EXPENSES, WHENEVER ASSERTED, ARISING OUT OF OR RELATED TO, EITHER DIRECTLY OR INDIRECTLY TO THE FOREGOING, INCLUDING ANY INJURIES OR ILLNESS. I EXPRESSLY CONFIRM THAT IT IS MY INTENTION THAT ALL INDEMNITY OBLIGATIONS AND LIABILITIES ASSUMED BY ME WILL BE WITHOUT MONETARY LIMIT AND SHALL BE AS BROAD AND INCLUSIVE AS PERMITTED BY TEXAS LAW. BY EXECUTING THIS AGREEMENT, I EXPRESSLY AGREE TO RELEASE AND INDEMNIFY RELEASEES FROM AND AGAINST THE CONSEQUENCES OF RELEASEES' OWN NEGLIGENCE, GROSS NEGLIGENCE, AND/OR RECKLESS CONDUCT (WHETHER THE SOLE PROXIMATE CAUSE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH ME AND/OR OTHERS). THE TERM "INJURIES" AS USED IN THIS AGREEMENT COVERS PHYSICAL INJURY, PROPERTY DAMAGE, ILLNESS, AND DEATH, INCLUDING BUT NOT LIMITED TO CLAIMS UNDER SECTION 71.001 ET SEQ. OF THE TEXAS CIVIL PRACTICES & REMEDIES CODE; and

4. BY EXECUTING THIS DOCUMENT THAT "I," "ME," AND/OR "MY" AS USED HEREIN SHALL INCLUDE MYSELF, MY CHILD(REN), MY GUESTS, MY SPOUSE, MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES, AND NEXT OF KIN, AND ANY AND ALL MINORS ACCOMPANYING ME TO THE ROCKER B RANCH, WHETHER NAMED HEREIN OR NOT.

ACKNOWLEDGEMENT BY ADULT PARTICIPANT/ATTENDEE: By acknowledging and signing below, I agree and verify the following: 1) I consent and agree to assume the risks of participation and/or attendance in these programs; and 2) that I specifically agree to the release as provided herein of all the Releasees, and I release and agree to indemnify the Releasees from any and all liabilities incident to my involvement, participation, and/or attendance in these programs as set forth herein.

ACKNOWLEDGMENT BY PARENTS AND/OR LEGAL GUARDIANS OF YOUTH PARTICIPANTS AND ATTENDEES: By acknowledging and signing below, I agree to and verify the following: 1) I am the parent or legal guardian for one or more minor participants and/or attendees, 2) that the date of birth of the minor(s) associated with this guardian is correct, 3) that as parent/legal guardian with legal responsibility for this minor(s), I consent and agree to assume the risks of his/her participation and/or attendance; and 4) that I specifically agree to his/her release as provided herein of all the Releasees. I release and agree to indemnify the Releasees from any and all liabilities incident to this minor participant's and/or attendee's involvement, participation, or attendance in these programs as provided above EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

CERTIFICATE OF SIGNER: I ACKNOWLEDGE THAT I HAVE CAREFULLY READ AND UNDERSTAND THIS AGREEMENT, HAVE HAD AMPLE OPPORTUNITY TO REVIEW IT WITH AN ATTORNEY OR LEGAL COUNSEL, AM SIGNING THIS AGREEMENT VOLUNTARILY AND BASED ON MY OWN JUDGMENT WITHOUT DURESS, AND BY SIGNATURE HEREBY ACCEPT AND AGREE TO ALL OF THE PROVISIONS OF THIS AGREEMENT CONTAINED HEREIN. BY MY EXECUTION BELOW, I ACKNOWLEDGE THAT THIS AGREEMENT CONTAINS PROVISIONS REQUIRING ME TO INDEMNIFY RELEASEES UNDER CERTAIN CIRCUMSTANCES AND ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE INDEMNIFICATION PROVISIONS CONTAINED HEREIN.

Printed Name of Adult(s): _____

Signature of Adult(s): _____

MINOR CHILD CHILD DOB DATE

MINOR CHILD CHILD DOB DATE

MINOR CHILD CHILD DOB DATE