

FINAL & UNCONDITIONAL RELEASE AND ACCEPTANCE OF RISKS OF THE ROLLING PLAINS QUAIL RESEARCH RANCH

PLEASE READ CAREFULLY AND FILL IN ALL APPROPRIATE SPACES

IN CONSIDERATION FOR THE RIGHT TO PARTICIPATE IN THE ROLLING PLAINS QUAIL RESEARCH RANCH PROGRAM, I UNCONDITIONALLY RELEASE, INDEMNIFY, AND HOLD HARMLESS:

❖ ROLLING PLAINS QUAIL RESEARCH FOUNDATION (LANDOWNER).

AND ALL THEIR OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, VOLUNTEERS, AGENTS, INDIVIDUALLY AND COLLECTIVELY (“RELEASED PARTIES”) FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION AND DAMAGES, INCLUDING ATTORNEYS’ FEES, FOR PERSONAL INJURY OR LOSS EITHER AT OR EN ROUTE TO AND/OR FROM THE ROLLING PLAINS QUAIL RESARCH RANCH, RESULTING FROM ANY ACCIDENT, INCIDENT, OR OCCURRENCE ARISING OUT OF, INCIDENTAL TO, OR IN ANY WAY RESULTING FROM THE ROLLING PLAINS QUAIL RESARCH RANCH WHETHER OR NOT CAUSED BY ANY RELEASED PARTY’S NEGLIGENCE OR GROSS NEGLIGENCE. I AGREE THAT I, MY HEIRS, SUCCESSORS, AND ASSIGNS WILL NOT MAKE ANY CLAIM OR INSTITUTE ANY SUIT AGAINST THE RELEASED PARTIES. THIS RELEASE IS FULL, FINAL AND UNCONDITIONAL, AND IS GIVEN FOR GOOD AND VALUABLE CONSIDERATION. BUT FOR THIS RELEASE, I WOULD NOT BE ALLOWED TO PARTICIPATE IN THE ROLLING PLAINS QUAIL RESARCH RANCH PROGRAM. THIS RELEASE IS INTENDED, AND SHALL BE CONSTRUED, TO EXCLUDE THE RELEASED PARTIES FROM ANY AND ALL LIABILITY.

I further acknowledge and understand that no warranty, either expressed or implied, is made by the ROLLING PLAINS QUAIL RESARCH RANCH, or of any roads, buildings, gates or other improvements, and that dangerous conditions, risks, hazards do exist, including poisonous snakes, insects, and spiders; erosion and general condition of the land, both on and off roadways or trails, creating rough, hazardous and dangerous driving and walking conditions; animals, both wild and domestic, that may be diseased and/or potentially dangerous; deep water; persons with firearms and knives; and the use of vehicles and or boats. I am aware of these conditions and expressly assume all dangers, risks, and hazards.

In the event that photographs, slides, or video tapes are made of me, I consent to the release of those photographs, slides and video tapes for use in promoting the ROLLING PLAINS QUAIL RESARCH RANCH for as long as the ROLLING PLAINS QUAIL RESARCH RANCH is in lawful operation.

_____ Yes _____ No

Dated and signed this _____ day of _____, 200__.

Volunteer’s signature

Volunteer’s Printed Name

Address

City, State, Zip