

**LIMITED USE, WARNINGS, EXPRESS INDEMNITY & ARBITRATION**  
**2022-2023 Agreement**

We at RS DEER RANCH, LLC are pleased you selected our facilities for your outdoors activities. To promote safety, enjoyment and expressly provide for limitations on your use of our facilities and our responsibilities relating to such use, you are required to agree to the following terms before using the facilities:

While outdoor activities can be enjoyable and rewarding, and we wish you much enjoyment, you are warned that the use of our outdoors with firearms is a dangerous activity. You are WARNED to be careful and look out for your own safety! Pay attention to your environment and all physical conditions at all times. We do not provide security to users of our facilities. Be careful!!!

You are granted limited use of our facilities for your personal enjoyment. No property rights are being conferred to you or your guests under this agreement. You agree to accept and use our facilities "as is"- "where is" without any express or implied warranties. We make no warranties or representations regarding your use of or presence on our facilities and you agree to accept the facilities in whatever conditions you find them.

**YOU AGREE TO INDEMNIFY AND HOLD RS DEER RANCH LLC, ROY DOUGLAS AND SHIRLEY ANN MALONSON HARMLESS FROM ANY CLAIMS, INJURIES, LOSSES, DEMANDS, PROPERTY DAMAGE, DEATH OR ANY OTHER CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO ANY SUCH CLAIMS, INJURIES, LOSSES, DEMANDS, PROPERTY DAMAGE, DEATH OR CAUSES OF ACTION THAT RESULT FROM OR RELATE IN ANY WAY TO YOUR NEGLIGENCE, THE NEGLIGENCE OF OTHERS OR OUR OWN NEGLIGENCE OR OUR OWN GROSS NEGLIGENCE. FURTHER, YOU AGREE TO INDEMNIFY US SHOULD ANYONE MAKE A CLAIM AGAINST US RELATING IN ANY WAY TO YOUR OR YOUR GUESTS' USE OF OUR FACILITIES, INCLUDING BUT NOT LIMITED TO ANY SUCH CLAIM THAT IS ALLEGED TO OR ACTUALLY ARISING OUT OF OUR OWN NEGLIGENCE OR OUR GROSS NEGLIGENCE. THIS HOLD HARMLESS AGREEMENT INCLUDES PAYMENT OF OUR ATTORNEY'S, EXPERT AND COURT COSTS.**

You further agree to reimburse us for any damages to our facilities which you or your guests because that are not the result of ordinary wear and tear.

You are responsible for complying with all applicable laws (federal, state, municipal, and county) relating to your use of our facilities or the activities you engage in while using our facilities. Texas law controls the construction of this agreement.

You agree that all disagreements or claims arising between us relating in any way to your use of our facilities, this agreement, or any other matter relating in any way to matters or issues to which this agreement relates shall be resolved by binding arbitration and governed by the American Arbitration Association rules, with one arbitrator being chosen by us, one by you, and the third being mutually chosen by these two arbitrators. Costs shall be borne equally.

I understand and acknowledge that agritourism entity is not liable for any injury or death of an agritourism participant resulting from agritourism activities. I understand and acknowledge that I have accepted all risk of injury, death, property damage, and other loss that may result from agritourism activities

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Agreed Signature Date