



**Triple J Ski Ranch, Ltd.**  
332 Malloy Bridge Road  
Ferris, Texas 75125

**2011 RELEASE AND REIMBURSEMENT AGREEMENT**

THIS RELEASE AND REIMBURSEMENT AGREEMENT (the "Release") is made and entered into effective as of the date entered below by \_\_\_\_\_ ("Releasing Party") in favor and for the benefit of **Triple J Ski Ranch, Ltd. and Connie Sanford** ("Released Parties").

**Recitals**

A. Releasing Party desires to utilize the facilities of Triple J Ski Ranch, Ltd. located at 332 Malloy Bridge Road in Ferris, Texas 75125 at which Releasing Party will participate in various outdoor activities, including but not limited to biking, fishing, boating, swimming, water skiing, wake-boarding, and other recreational activities ("Activities").

B. As a condition and inducement to Released Parties permitting Releasing Party to participate in the Activities, Releasing Party agrees to execute and deliver this Release to Released Parties, and Released Parties intend to rely thereon.

NOW, THEREFORE, in consideration of the promises, covenants and undertakings of Releasing Party and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

1. Assumption of Risk; Release. Releasing Party acknowledges that he/she will be participating in the Activities and that it is possible that Releasing Party could be injured as a result thereof. Releasing Party acknowledges that Released Parties recommend that Releasing Party wear protective equipment (helmets, pads, life preservers and the like) when participating in the Activities. Releasing Party expressly agrees that he/she assumes all risk of injury arising out of participation in the Activities and that the assumption of such risk by Releasing Party is reasonable and acceptable. As such, Releasing Party agrees not to hold Released Parties or any of its agents, employees, owners, partners, affiliates, successors and assigns responsible, or bring any claim against any such person, for any injury resulting from Releasing Party's participation in any of the Activities, and hereby releases, discharges and acquits Released Parties and its agents, employees, owners, partners, affiliates, successors and assigns, of and from all matters of action, causes of action, demands, rights, damages, claims, promises, agreements, obligations, liabilities, costs, and expenses of every kind, nature and character whatsoever, whether in law or in equity, accrued or unaccrued, known or unknown, liquidated or unliquidated, certain or contingent, which Releasing Party ever had or claimed to have or now have or claim to have, or may have in the future, against Released Parties or any of its agents, employees, owners, partners, affiliates, successors and assigns, arising out of, or in any manner relating to the Activities.

2. Reimbursement. Releasing Party covenants and agrees to reimburse Released Parties and its agents, employees, owners, partners, affiliates, successors and assigns, for any and all losses, damages, liabilities, costs and expenses of any kind, including all legal expenses, incurred by Released Parties or any its agents, employees, owners, partners, affiliates, successors and assigns as a result of any damage to any equipment owned or provided by Released Parties for the Activities that is caused, directly or indirectly, by the actions or omissions of Releasing Party.

3. Miscellaneous. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Agreement shall be governed by the laws of the State of Texas without regard to the conflicts of law provisions thereof.

**IN WITNESS WHEREOF**, the parties have executed this Release and Reimbursement Agreement as of the date below.

**RELEASING PARTY:**

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Signature of Releasing Party

Date: \_\_\_\_\_