

# Matthews Land & Cattle Company and Reynolds Bend Limited Partnership Release of Liability, Assumption of Risks, and Indemnification Agreement

This release of liability, assumption of risk, and indemnification agreement (“the Agreement”) is entered into by the undersigned in favor of Matthews Land & Cattle Co. (MLCC), Reynolds Bend Limited Partnership (RBLP) and J.A.M. Ranch Co., LLC, their directors, officers, shareholders, managers, agents, employees, and assigns (collectively, “the Released and Indemnified Parties”).

I am entering into the Agreement in consideration of the privilege of being present on and using Lamshead Ranch/Reynolds Bend and its improvements. Assumption of risks and release: I understand that Lamshead Ranch and Reynolds Bend and its improvements contain many risks, including, but not limited to, wild animals (e.g. rattlesnakes, coyotes), domesticated animals (e.g. horses, dogs), rough terrain (e.g. hills, pastures, countryside), slipping and tripping hazards (e.g. rocks, rugs, showers), water hazards (e.g. river, tanks), man-made hazards (e.g. houses, electricity, guns, knives), and human hazards (e.g. stupidity, negligence).

I hereby personally assume all risks of any harm, injury, death, or damage, foreseen or unforeseen, that may befall me or my property while traveling to and from, while being present on, or while using Lamshead Ranch or Reynolds Bend and its improvements. I assume these risks for myself, my heirs, my estate, and my assigns. I release the Released and Indemnified Parties from all liability, claims, demands, and lawsuits arising out of or resulting from any harm, personal injury, death, or damage, foreseen or unforeseen, that may befall me or my property while traveling to and from, while being present on, or while using Lamshead Ranch or Reynolds Bend and its improvements.

**Indemnification:** I agree to defend, indemnify, and hold harmless the Released and Indemnified Parties from and against all liability, claims, demands, and lawsuits arising out of or resulting from any harm, personal injury, death, or damage, foreseen or unforeseen, that may befall me or my property while traveling to and from, while being present on, or while using Lamshead Ranch and Reynolds Bend and its improvements, regardless of whether the liability, claims, demands, and lawsuits are founded in whole or in part upon the actual or alleged negligence, gross negligence, statutory fault, or strict liability of the Released and Indemnified Parties.

**By signing this Agreement or accepting these terms through the website,** I understand that I am indemnifying the Released and Indemnified Parties against the consequences of their own negligence, gross negligence, statutory fault, and strict liability. I have fully informed myself of the contents of the Agreement by reading it before signing it.