

FLAT CREEK CROSSING RANCH
Waiver and Release Agreement
(512) 451-7361

Event Date _____
Phone _____

Type of Event Public Mountain Bike Ride

Sponsoring organization shall do no activity during the event that raises the risk of fire on the premises. Sponsoring organization will comply with all statutes, ordinances, rules, orders, regulations and requirement of the federal, state, county and city governments applicable to the demised premises or the event conducted, as well as the mandatory policies listed below. Child Inc. has made no representation governing zoning to Sponsoring organizations. Sponsoring organization indemnifies and holds harmless Child Inc. from any damage to real or personal property or to a person or persons that are attributable to the conduct of the event or any participant in the event.

Mandatory Policies:

1. **Child Inc. not liable:** Flat Creek Crossing Ranch, Child Inc. and any of its officers or representatives shall not be liable for any and all accidents or injuries within the building or outside the building.
2. **Child Inc. not responsible for theft:** Flat Creek Crossing Ranch, Child Inc. and any of its officers or representatives are not responsible for any stolen or lost articles.
3. **No property** can be removed from the premises for any reason.
4. **Smoking** is not allowed inside any of the facility or on any of the decks. During any Burn Ban Notices there will be no open camp fires, outdoor bar-b-que, etc.
5. **Damages:** The Individual signing this agreement is responsible for facility usage and must reimburse agency for all damages.
6. **Disposal of Trash:** The party signing this agreement is responsible for cleanup of all paper, decorations, garbage, food, etc...If it was brought in; it needs to be taken out. There is a dumpster behind the building.
7. **Insurance:** Event Sponsor hereby acknowledges notice that Child Inc. is not insured for "Host Liquor Liability" coverage. In any event, Event Sponsor hereby agrees in indemnify and hold Child Inc harmless from and against any and all claims, including any claimed litigation expenses, court costs or attorney's fees arising out of Event Sponsor's said use of these premises and to indemnify and hold said Child Inc. harmless from and against any judgment based on any such claims, including without limitation, liability arising directly or indirectly from the dispersion of alcoholic beverages at the Event.

Waiver, Release & Indemnification:

You agree that if you or any of your guests use any part of the premises referred to as Flat Creek Crossing Ranch, you do so at your own risk. This includes, without limitation, your use of the any and or all lodging facilities, parking area, sidewalk and any equipment stored and/or used at the facility. You agree that you are voluntarily using these facilities and premises and assume all risk of injury to you or the contraction of any illness or medical condition that might result, or any damage, loss or theft of any personal property. You agree on behalf of yourself (and your personal representative, heirs, executors, administrators, agents and assigns) **to release and discharge Flat Creek Crossing Ranch and Child Inc. and its affiliates employees, agents, representatives, successors and assigns, from any and all claims or causes of action (known or unknown) arising out of your use of any of the equipment or facilities, or your slipping and falling or your drowning while on the premises or using the facilities or from any act of nature that occurs while you are using the facilities including but not limited to, harm caused by venomous insects or snakes, poisonous plant and wild animals.**

You acknowledge that you have carefully read this Waiver and Release and full understand that it is a release of liability. You are waiving any right that you may have to assert a legal action against Child Inc., for a variety of potential claims. You further agree to indemnify, defend and hold Flat Creek Crossing Ranch and Child Inc. harmless from and against all claims, losses, costs and damages, including but not limited to attorney's fees and actions pertaining to your occupancy and use of the premises, including any claim made by a guest or invitee of the Flat Creek Crossing Ranch and Child Inc. which arises from your use.

I have read this agreement and hereby agree to the above terms and policies for the use of Flat Creek Crossing Ranch.

Signature _____ Date _____ Rider Fee - \$10

Printed Name _____