

IRON HORSE RANCH RELEASE

PLEASE COMPLETE THE FOLLOWING INFORMATION

Guest Name: _____ Date: _____

Address: _____ City: _____ State/Zip: _____

Phone: _____ Emergency Contact: _____

Emergency Contact Phone: _____

I ACKNOWLEDGE THAT BY SIGNING THIS DOCUMENT, I AM ASSUMING RISKS, AND AGREEING TO INDEMNIFY, NOT TO SUE AND RELEASE FROM LIABILITY MOODY NATIONAL IRON HORSE RANCH, LLC, MOODY NATIONAL TRAINING CENTER, LLC, MOODY NATIONAL REALTY COMPANY, L.P., MOODY NATIONAL MANAGEMENT, L.P., MOODY SECURITIES, LLC, THE ORGANIZER OF ANY EVENT LOCATED AT THE IRON HORSE RANCH LOCATED IN BURLESON COUNTY, TEXAS (THE "RANCH") AND THEIR RESPECTIVE AFFILIATES, CORPORATE PARENTS, MEMBERS, PARTNERS, OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS (COLLECTIVELY "RELEASEES"), AND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS. THIS RELEASE IS A CONTRACT WITH LEGAL AND BINDING CONSEQUENCES AND IT APPLIES TO ALL RISKS ASSOCIATED WITH ENTERING THE RANCH PREMISES AND ANY RANCH ACTIVITIES.

In consideration of the issuance of a license to me by one or more Releasees to enter the Ranch premises, I hereby freely agree to and make the following contractual representations and agreements:

I ACKNOWLEDGE THAT PARTICIPATING IN ACTIVITIES AVAILABLE AT THE RANCH, AND THE RANCH PREMISES IN AND OF ITSELF, CONTAIN INHERENTLY DANGEROUS RISKS, AND I FULLY ASSUME THE RISKS ASSOCIATED WITH THE SAME, by way of example, and not limited to: dangers associated with shooting sports, water activities including swimming, hunting, fishing, horseback riding, riding motorized vehicles, the dangers arising from surface hazards, **THE RELEASEES' OWN NEGLIGENCE** and the negligence of others. I acknowledge that Releasees do not provide lifeguards for water activities and engaging in those water activities is at my own risk. For myself, my heirs, executors, administrators, legal representatives, assignees, and successors in interest (collectively "Successors") **I HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, AND PROMISE TO INDEMNIFY AND NOT TO SUE THE RELEASEES FROM ANY AND ALL RIGHTS AND CLAIMS INCLUDING CLAIMS ARISING FROM THE RELEASEES' OWN NEGLIGENCE,** which I have or which may hereafter accrue to me and from any and all damages which may be sustained by me directly or indirectly in connection with, or arising out of, my entering the Ranch premises or

participation in Ranch activities. I agree, for myself and my Successors, that the above representations are contractually binding, and are not mere recitals, and that should I or my successors assert a claim contrary to what I have agreed to in this contract, the claiming party shall be liable for the expenses (including legal fees) incurred by the Releasees in defending the claims. This contract may not be modified orally, and a waiver or modification of any provision shall not be construed as a waiver or modification of any other provision herein or as a consent to any subsequent waiver or modification. I consent to the release by any third party to Releasees and their insurance carriers of my name and medical information that may relate solely to any injury or death I may suffer arising from my activities at the Ranch. Every term and provision of this contract is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable.

I HAVE READ THIS RELEASE CAREFULLY BEFORE SIGNING, AND I UNDERSTAND WHAT IT MEANS AND WHAT I AM AGREEING TO BY SIGNING.

Signature of Guest

Date of Birth

CONSENT AND RELEASE OF PARENT OR GUARDIAN:

I am the parent or guardian of _____ (collectively, "Child"). I consent to my Child's entering the Ranch premises and participation in Ranch activities. **I HAVE READ AND I UNDERSTAND THE ABOVE CONTRACT.** In consideration of allowing my Child to participate, I consent to the contract and agree that **ITS TERMS SHALL LIKEWISE BIND ME, MY CHILD,** and our heirs, legal representatives, and assignees. **I HEREBY RELEASE AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASEES FROM EVERY CLAIM AND ANY LIABILITY** that I or my Child may allege against the Releasees (including reasonable legal fees and costs) as a direct or indirect result of injury or death to me or my Child because of my Child's participation in the event, **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES** or others. **I PROMISE NOT TO SUE RELEASEES** on my behalf or on behalf of my Child regarding any claim arising from my Child's participation in the event.

Signature of Parent or Guardian

PERSONAL PROPERTY USAGE AGREEMENT

PLEASE COMPLETE THE FOLLOWING INFORMATION

Date: _____

Name of Guest ("Guest"): _____

Name of Guest's Children ("Guest's Children"): _____,
_____, _____

This Agreement is between MOODY NATIONAL IRON HORSE RANCH, LLC (the "Ranch") and the Guest. Guest acknowledges that Guest has read, is aware of, and accepts full responsibility for and is bound by the terms and conditions contained in this Agreement.

A. General Terms Regarding Usage of Ranch Property.

1. Damage to Ranch Property. Except to the extent restricted, modified or limited by State law, Guest accepts responsibility for damage caused by Guest or Guest's Children to Ranch property. Guest shall pay Ranch the amount necessary to repair or replace the damaged Ranch property, whichever is less.

2. Personal Property. Ranch is not responsible for any damage to, loss or theft of, any personal property or data contained therein, while Guest or Guest's Children are on Ranch property regardless of fault or negligence of Ranch.

B. Supplemental Vehicle Usage Terms.

1. Definition. A "Vehicle" is any motorized equipment owned by the Ranch and utilized by the Guest, including, but not limited to, jet skis and rangers.

2. Limits on Use. Guest agrees to the following limits on use:

- i. Vehicle shall not be driven by any person impaired or under the influence by the use of narcotics, alcohol, intoxicants, or drugs, used with or without a prescription.
- ii. Vehicle shall not be operated by anyone: who has given a fictitious name, false address, does not possess a driver's license, or who possesses a false or invalid driver's license.

3. Notice Requirement. Damage to Vehicle must be immediately reported in writing to management, and in no event later than before Guest leaves the Ranch.

4. Damage to Vehicles. Except to the extent restricted, modified or limited by State law, Guest accepts responsibility for damage to Vehicle regardless of fault or negligence of Guest, or Guest's Children, or any other person or act of God. Guest shall pay Ranch the amount necessary to repair Vehicle. If the Ranch determines Vehicle is salvage, Guest shall pay Ranch the fair market value of the Vehicle. For purposes of this Agreement, fair market value shall be the retail value of Vehicle immediately preceding the loss.

5. Indemnity. Guest shall defend, indemnify and hold Ranch or its affiliate(s) harmless from all losses, liabilities, damages, injuries, claims, demands, costs, attorney fees and other expenses incurred by Ranch and/or its affiliate(s) in any manner from the use of Vehicle by Guest or Guest's Children, including claims of, or liabilities to, third parties.

C. General Terms

1. Severability. If any provision of this Agreement is determined to be unlawful, contrary to public policy, void or unenforceable, all remaining provisions shall continue in full force and effect.

2. Headings. The headings of the numbered paragraphs of this Agreement are for convenience only, are not part of this Agreement and do not in any way limit, modify or amplify the terms and conditions of this Agreement.

3. Choice of Law. All terms and conditions of this Agreement shall be interpreted, construed and enforced pursuant to the law of the State of Texas.

4. Attorney's Fees. The prevailing party in any legal proceeding brought under or with respect to this Agreement is entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

AGREED TO:

The undersigned warrants that he/she is of legal age, is legally competent to execute this agreement, and that he/she does so of his/her own free will and accord without reliance on any representation of any kind or character not expressly set forth herein.

Guest:
