

***The Weston Ranch Foundation***

**2023**

**Dog Training Lease**

**Exhibit II**

**RELEASE OF LIABILITY AND WAIVER  
ACKNOWLEDGMENT AND ACCEPTANCE  
OF DANGERS, RISKS AND HAZARDS**

By signing this Release of Liability and Waiver, Acknowledgement and Acceptance of Dangers, Risks and Hazards (the "Release Agreement"), I, [REDACTED], hereby acknowledge that I am a member or guest of the German Shorthaired Pointer Club of San Antonio (GSPC-SA) and I am aware of the terms and conditions of the Dog Training Lease Agreement entered into in 2023 by and between GSPC-SA as Lessee and Weston Ranch Foundation as Lessor.

I further acknowledge and understand that no warranty, either express or implied, is made by the Lessor as to the condition of the premises subject to the Dog Training Lease Agreement (hereinafter the Leased Premises) located in Guadalupe County, Texas, or of any roads, buildings, gates or other improvements located thereon. This document expressly warns me that dangerous conditions, risks and hazards exist incident to the Dog Training Lease Agreement and the Leased Premises. My presence and activities on the Leased Premises expose both me, anyone under my supervision, and my personal property to dangerous conditions, risks and hazards, including but not limited to: poisonous snakes, insects and spiders, erosion and general condition of the land, both on and off roadways or walking trails, creating rough, hazardous and dangerous driving and walking conditions; both wild and domestic animals that may be diseased and/or potentially dangerous; deep water; persons with firearms both on or off the Leased Premises; and the use of vehicles. I hereby state that I expressly assume all such dangers, risks and hazards.

In consideration for the right to enter the Leased Premises, I hereby release and agree to indemnify and hold harmless the Lessor and its respective agents, employees, representatives, successors, and assigns from and against any and all claims, demands, causes of action and damages, including attorneys' fees, resulting from any accident, incident or occurrence arising out of, incidental to or in any way resulting from the use of the Leased Premises and all improvements thereon, whether or not caused by the Lessor's negligence. This Release Agreement and the terms stated herein apply to the time that I am permitted on the Leased Premises and any consequences thereof. I further covenant and agree that I, my heirs, successors and assigns will not make any claim or institute any suit or action at law or in equity against the Lessor or its respective agents, employees, representatives, successors and assigns by reason of conditions of the Leased Premises or activities occurring thereon.

I hereby further understand and agree to abide by all the rules, provisions and terms of this Dog Training Lease Agreement. It is understood that the Lessee will be in default of this Dog Training Lease Agreement in the event that I fail to follow the rules and terms as set forth in the Dog Training Lease Agreement. I further agree to abide by all state game laws as set forth by the Texas Parks & Wildlife Department. In addition to state game laws,

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I agree to abide by all local, state, and federal laws while on the Leased Premises. I understand that failing to do so may void the Dog Training Lease Agreement, and the Dog Training Lease Agreement may then be cancelled at the sole discretion of the Lessor. In that unlikely event, I further agree to forfeit any and all present and future claims to enter the Leased Premises in regard to the remaining term of the original agreement.

**AGREEMENT AND WARNING: I UNDERSTAND AND ACKNOWLEDGE THAT AN AGRITOURISM ENTITY IS NOT LIABLE FOR ANY INJURY TO OR DEATH OF AN AGRITOURISM PARTICIPANT RESULTING FROM AGRITOURISM ACTIVITIES. I UNDERSTAND THAT I HAVE ACCEPTED ALL RISK OF INJURY, DEATH, PROPERTY DAMAGE, AND OTHER LOSS THAT MAY RESULT FROM AGRITOURISM ACTIVITIES.**

As used in this Release Agreement, the terms "I", "my person" and "myself" include all minors (age 18 and below) in my care while on the Leased Premises.

Date and signed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
(Lessee's Member's Signature)

\_\_\_\_\_  
(Lessee's Member's Printed Name)

\_\_\_\_\_  
\_\_\_\_\_  
(Lessee's Member's Address)

\_\_\_\_\_  
(Print minor's name in the care of Lessee's Member)