

**HOUSTON AIRPORT SYSTEM
AVIATION EQUESTRIAN SECURITY PROJECT
FULL & IRREVOCABLE ASSUMPTION OF RISK AND
WAIVER AND RELEASE OF LIABILITY**

STATE OF TEXAS X

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS X

WITNESS NOW, this Full & Irrevocable Assumption of Risk and Waiver and Release of Liability granted and executed this ___ day of _____, 20__, by _____ (“Permittee”) pertaining to the issuance of a Special Permit to Use Restricted Public Area, being the Equestrian Area, a restricted public access area, said area being described as a designated portion of the Houston Airport System Aviation Equestrian Security Project Area (“Equestrian Area”).

NOW THEREFORE, the Permittee, in consideration of being issued a Permit to Use a Restricted Public Area, the Equestrian Area, the receipt and sufficiency of which is hereby acknowledged, does hereby:

1.00 ACCEPTANCE OF CONDITIONS AT EQUESTRIAN AREA AND PROJECT AREA AND ASSUMPTION OF RISKS:

1.10 The Permittee acknowledges that Permittee irrevocably and fully understands and accepts and assumes, among other risks related to access to and use of the Equestrian Area the following risks:

- a) That the Equestrian Area is mainly unimproved and much of the same is in its natural state, save and except for some land clearing and convenience improvements in some areas. That said area may contain, among other things, wild animals, snakes and other reptiles (including poisonous snakes and reptiles - both to man and animal) insects (including poisonous insects - both to man and animal), birds, poisonous flora (both to man and animal), rough terrain, unstable terrain, wet and/or soft terrain, irregular terrain, sudden drop-offs in terrain, holes in terrain, low hanging branches, sharp projections (protruding from trees, shrubs, other plants and debris and/or protruding upward out of the ground, etc.), loud aircraft noise, construction noise and activity, criminal activity and other hazards to both man and animal and that the foregoing hazards may be either visible or concealed;

- b) That the Houston Airport System (“Permitter”) has not made any efforts whatsoever, nor shall it be required to make any efforts whatsoever, to look for, locate and mark any hazards in the Equestrian Area and that should it, on

Permittee: _____

occasion, discover and mark any hazards that such does not create a duty for Permitter to make such efforts in the future (the term “mark” includes not only marking at the location of the hazard, but at any other location and/or any other means of notifying the Permittee);

- c) That conditions in the Equestrian Area may from time to time change due to additional work performed by the Permitter, the weather, decay/rot, subsidence, etc. and that Permitter is not required to look for such changes nor to inform the Permittee of such changes and that should it, on occasion, undertake such searching and/or informing, that such does not create a duty for Permitter to make such efforts in the future;
- d) That the Permitter shall not be required to, in any manner, police nor patrol the Equestrian Area and/or provide any kind of security and that should it, on occasion, undertake such policing, patrolling and/or providing of security, that such does not create a duty for Permitter to make such efforts in the future;
- e) That other Permittees may be using the Equestrian Area, and that other Permittees and others may be using areas adjacent to the Equestrian Area, at the same time as the Permittee and that the animals or activities and/or acts or omissions of others, including trespassers and unauthorized users, may create hazardous conditions and other risks and that Permitter is not required to take any action to prevent the same and that should it, on occasion, undertake such action, that such does not create a duty for Permitter to make such efforts in the future; and
- f) That should Permitter learn of any hazardous conditions, including criminal or terrorist activity, in the Equestrian Area that it shall not be required to inform the Permittee of the same and that should it, on occasion, come into possession of such information and/or inform the Permittee of the same, that such does not create a duty for Permitter to make such efforts in the future.

2.00 **WAIVER AND RELEASE FROM LIABILITY:**

- 2.10 The Permittee does hereby **IRREVOCABLY AND FOREVER WAIVE, ACQUIT AND RELEASE** the City of Houston, the Houston Airport System, and their elected officials, officers, directors, employees, contractors, subcontractors and consultants from any and all claims and causes of action whatsoever that Permittee may now, or in the future, have against any one or more of them, whether the same be based in common law, constitution, statute, ordinance, tort or contract, and whether it be equitable or at law, arising from the Permittee’s use of the Equestrian Area or the issuance or denial, including renewal, of a Permit or violation of any of the Rules and Regulations -- See Exhibit “A-2” for Rules & Regulations, which are incorporated herein by reference.

Permittee: _____

3.00 **INDEMNIFICATION AND HOLD HARMLESS**

3.10 Permittee does hereby irrevocably indemnify and hold harmless the City of Houston, Houston Airport System and their elected officials, officers, directors, employees, contractors, subcontractors and consultants from any and all claims and causes of action whatsoever that may be brought against any one or more of them arising from the Permittee's use of the Equestrian Area, or the issuance or denial, including renewal, and/or revocation of a Permit.

4.00 **IF NOT, BUT FOR:**

4.10 Permittee acknowledges that if Permittee had not assumed the risks and granted the waivers and releases, along with the indemnification and hold harmless set forth herein that either the Permittee would not be issued a Permit and/or would not be allowed to use the Equestrian Area, or that in the alternative, the Houston Airport System may have not went forward with and/or may have discontinued the Project. Permittee assumes the risk and grants the waivers and releases set forth herein as a material inducement to induce Houston Airport System to issue the Permittee the Permit and to allow Permittee to use the Equestrian Area, and additionally, for the Permittor to go forward with the Aviation Equestrian Security Project.

5.00 **UNDERSTANDING OF DOCUMENT:**

The Permittee has read this document and fully understands it and the rights they are giving up and the obligations they are undertaking and has had the opportunity to have it reviewed and explained to them by an attorney of its own choice, at its own cost and expense.

CONTRACTED AND AGREED the date first written above.

HOUSTON AIRPORT SYSTEM:
HAS

Permittee (Printed Name)

By: _____
The Director or his Designee

Permittee (Signature)

Printed Name of Designee

Permittee: _____

EQUESTRIAN TRAILS LAYOUT/DESCRIPTION – EXHIBIT “A”

In lieu of attaching the Equestrian Trails Layout hereto, the Permittee has been provided below, a copy of the Equestrian Trails Layout/Description. The Permittee understands and agrees that the Equestrian Trails Layout may be from time to time amended, by addition, deletion, or modification, without prior notice to or the consent of Permittee. The Equestrian Trails Layout in force and effect on any given day are the Equestrian Trails Layout that is posted on the Houston Airport System Website, www.houstonairportsystem.org on that given day and Permittee acknowledges and agrees that it is the obligation of the Permittee to remain current on the Equestrian Trails Layout and that HAS is not under any obligation to inform Permittee of any changes to the Equestrian Trails Layout/Description.

DIRECTIONS TO EQUESTRIAN AREA – EXHIBIT “A-1”

The present Equestrian Area consists of (4) four trails, NORTH, EAST, SOUTH and WEST of the Main Airport Complex, indicated and labeled by BLUE, YELLOW, RED, and GREEN Trail Signage (respectively).

- The NORTH (BLUE) Equestrian Trail Head is located off of FM1960, just east of Farrell Road.
- The EAST (YELLOW) Equestrian Trail Head is located off just south of Will Clayton Parkway, on the east side of Lee Road South, along the treeline of the North Side of the Observation Lot.
- The SOUTH (RED) Equestrian Trail Head is located behind the Parking Cents Parking Lot, North of Greens Road, East of JFK Boulevard.
- The WEST (GREEN) Equestrian Trail Head is located at the end of Chanute Road, which can be found by heading east on Rankin Road, at the Rankin Road/Aldine-Westfield Intersection.

THIS DESCRIPTION MAYBE FROM TIME TO TIME MODIFIED, IN THE SOLE DISCRETION OF THE HOUSTON AIRPORT SYSTEM, BY ENLARGEMENT, SUBTRACTION, CLOSING (EITHER TEMPORARILY OR PERMANENTLY), REROUTING, ETC.

RULES & REGULATIONS – EXHIBIT “A-2”

In lieu of attaching the Rules & Regulations hereto, the Rules & Regulations in force and effect on any given day are the Rules & Regulations that are posted on the Houston Airport System Website, www.fly2houston.com/airportrangers on that given day and Permittee acknowledges and agrees that it is the obligation of the Permittee to remain current on the Rules & Regulations and that HAS is not under any obligation to inform Permittee of any changes to the Rules & Regulations. The Permittee understands and agrees that the Rules & Regulations may be from time to time amended, by addition, deletion, or modification, without prior notice to or the consent of Permittee.

Permittee: _____