

VILLAGES AT RACCOON CREEK
a.k.a. Grant Ranch
BOWLES RESERVOIR NO. 1
ACKNOWLEDGMENT OF RISK AND RELEASE

I hereby acknowledge and agree that water sports and the use of the Bowles Reservoir No. 1 (hereinafter referred to as the "Reservoir") has *inherent risks*. I have full knowledge of the nature and extent of all the risks associated with water sports and the use of the Reservoir, including but not limited to:

1. All manner of injury resulting from swimming in an irrigation reservoir, including adverse health effects and the risk of drowning.
2. All manner of injury resulting from ice skating, including injuries resulting from falls or unsafe ice or drowning.
3. All manner of injury resulting from use of boats, including adverse health effects, drowning, and property damage.

I further acknowledge that the above list is not inclusive of all possible risks associated with the use of the Reservoir and that the above list in no way limits the extent or reach of this release and covenant not to sue.

Release

In consideration of my use of the Reservoir, I _____ who reside at _____, the undersigned user, agree to release and on behalf of myself, my heirs, representatives, executors, administrators, and assigns HEREBY DO RELEASE (i) The Joseph W. Bowles Reservoir Company, (ii) RSRF Ranch Company, LLC, (iii) SIMEON Residential Properties, (iv) The Grant Ranch Master Homeowners Association, Inc. and (v) Management Specialists, Inc., and their officers, directors and shareholders, members, managers, partners, employees and agents (collectively, the "Protected Parties") from any cause of action, claims, or demands of any nature whatsoever, which I, my heirs, representatives, executors, administrators and assigns may now have, or have in the future against the Protected Parties on account of personal injury, property damage, death or accident of any kind arising out of or in any way related to my use of the Reservoir, whether that use is supervised or unsupervised, however the injury or damage is caused.

In consideration of my use of the Reservoir, I the undersigned user, agree to indemnify and hold harmless the Protected Parties from any and all causes of action, claims, demands, losses, liabilities or costs of any nature whatsoever (including reasonable attorneys' fees incurred in any legal proceeding) arising out of, or in any way related to, or which may occur during, my use of the Reservoir.

I hereby certify that I have full knowledge of the nature and extent of the risks inherent in the use of the Reservoir and that I am voluntarily assuming the risks. I understand that I will be

solely responsible for any loss or damage, including death, I sustain while using the Reservoir and that by this Agreement, I am relieving the Protected Parties of any and all liability for such loss, damage or death. I am fully aware that there may exist risks, losses or conditions of which I am not aware or that risks, losses or conditions may later develop which do not exist at the present time. Being fully aware of these possibilities, it is my clear intent to release the Protected Parties from any liabilities, claims, causes of action or losses even if I later discover risks, losses or conditions of which I am not presently aware or which do not now exist.

Further, for the right to use the Reservoir, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, I agree, for myself, and for my heirs, successors and assigns, to hereafter not make, bring or file any claim or civil action of any nature whatsoever against the Protected Parties seeking relief or recovery for any loss or damage, including death, arising out of, or in any way related to, or which may occur during, my use of the Reservoir.

I further certify that my date of birth is _____ (mo/day/yr), that my present age is ____ and that I am therefore of lawful age (18 years or older) and otherwise legally competent to sign this agreement for my own use of the Reservoir or for the use of the Reservoir by my child/ward. I further understand that the terms of this agreement are legally binding and I certify that I am signing this agreement, after having carefully read it, of my own free will.

IN WITNESS WHEREOF, this instrument is duly executed at _____ this _____ day of _____, 20__.

Reservoir User's Name, Printed Clearly

Reservoir User's Signature