

Padre Kino Bed and Barn, LLC

RENTAL AGREEMENT

Renter: _____

Address: _____

Phone: _____

Date and Approximate Time of Arrival _____ Date of Departure _____

Daily Rental: Two Adults: \$60.00 for one day and one night (plus \$10.00 per horse)
Each additional adult (up to four maximum): \$30.00
Limit four adults and four horses

Rental Dates:

Premises: Padre Kino Bed and Barn
601 County Road 33
Quitaque, Texas

Basic Terms and Conditions

1. Renter agrees to rent the Padre Kino Bed and Barns for the times stated above for the sated rental.
 2. Renter shall be responsible for any damage done by the renter to the facility.
 3. No children under 18 years of age are permitted on the premises.
 4. No more than four adults and four horses are permitted to stay at the facility.
 5. The following barn rules apply:
 - a. A copy of a negative Coggins test result must be submitted prior to arrival.
 - b. Stalls are not halter safe. Halters must be removed when horses are placed inside the stalls.
 - c. Horses may be ridden or lunged on-line within the outdoor arena. They are not permitted to roam free inside the arena or inside the barn.
 - d. Horses must be loaded and unloaded within the confines of the outdoor arena with the entrance gate closed.
 - e. Horses may not be ridden anywhere on the property except within the confines of the arena.
 - f. All riders assume personal risks related to equine activity.
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DISCLOSERS AND RELEASE

1. Renter acknowledges and understands that no warranty, either expressed or implied is made by the Padre Kino Bed and Barn, LLC, as to the safety of the premises, including but not limited to any roads, gates or other improvements located thereon. This document is sufficient warning that dangerous conditions, risks and hazards to exist. Renter's presence and activities on and about the premises expose both the Renter and Renter's property to dangerous conditions, risks and hazards, including but not limited to: poisonous snakes, insects and spiders, ditches, erosion and general condition of the land, both on and off roadways, creating rough, hazardous and dangerous driving, riding and walking conditions; animal, both wild and domestic that may be diseased and/or potentially dangerous; sharp rocks; persons with firearms both on and off premises; and the use of vehicles. Renter specifically acknowledged that horses and activities related therefore are inherently dangerous and can lead to dangerous condition, risks and hazards. Renter hereby expressly assumes all such dangers, risks and hazards.
2. Renter realizes that there are natural and man-made hazards associated with the ranch experience, and Renter assumes all risks in connection with such hazards. Renter agree and understands that Padre Kino Bed and Barn, LLC, assumed no liability for the safety of the person or property of Renter's agents or employees. Renter acknowledges that no firearms are allow on the premises of Padre Kino Bed and Barn.
3. For the consideration of being allowed to rent the Padre Kino Bed and Barn facility, Renter agrees to release Padre Kino Bed and Barn, LLC, from any liability for damages or injury to the person and/or property of Renter or Renter's agents or employees occurring on or about the premises.
4. RENTER AGREE TO INDEMNIFY AND HOLD PADRE KINO BED AND BARN, LLC, HARMLESS FROM ANY AND ALL ACTION OR CAUSES OF ACTION, CLAIMS, DEMANDS LIABILITIES, LOSS, DAMAGE, INJURY, COST OR EXPENSE OR WHATEVER KIND OF EXPENSES IN CONNECTION THEREWITH, FOR INJURY TO RENTER AND/OR DAMAGE TO OR LOSS OF PROPERTY OF RENTER OR RENTER'S AGENTS OR EMPLOYEES OCCURRING ON OR ABOUT THE PREMISES, WHETHER OR NOT SUCH ACTION, CLAIM DEMAND, LOSS, INJUR OR DAMAGE CLAIM SHALL BE VALID OR GROUNDLESS. THE TERM "INJURY" AS USED HEREIN ALSO COVER DEATH, AND THE RELEASE AND INDEMNIFICATION PROVISION OF THIS PARAGRAPH IS BINDING UPON THE SUCCESSOR AND ASSIGNS AND THE ESTATE OF RENTER. IN ADDITION TO OTHER MATTERS COVERED HEREBY, THE RELEASE AND INDEMNIFICAITON PROVISION OR THIS PARAGRAPH ALSO COVERS ALL CLAIMS FOR WRONGFUL DEATH UNDER THE TEXAS CIVIL PRACTICE AND REMEDIES CODE.
5. Renter expressly confirms that it is Renter's intent that all indemnity obligations and liabilities assumed by the Renter under the terms hereof shall be without monetary limit and that by executing this Agreement, Renter expressly agrees to

release and indemnify Padre Kino Bed and Barn, LLC's own negligence (whether such negligence is active or passive and whether such negligence is the sole proximate cause or a proximate cause jointly and concurrently with the negligence of Renter or others) resulting in the damages or injury to the person and/or property of Renter or Renter's agents or employees.

6. Renter hereby further covenants and agree that Renter, Renter's heirs, successor and assigns will not make any claim or institute any suit or action at law or in equity against Padre Kino Bed and Barn, LLC, its agents, representatives, employees, successors or assigns.
7. This agreement is fully performable in Briscoe County, Texas.
8. The provisions, covenants, conditions and indemnities contained in this Release shall survive the term of the Renter's stay at the Padre Kino Bed and Barn.
9. In signing this agreement, I represent and warrant that (a) I have had ample opportunity to read this Agreement and have done so; (b) I understand and voluntarily agree to each term of the Agreement; (c) I have the authority to sign this Agreement for each person listed below; (d) I am under no duress or requirement to sign this Agreement; (e) no representations or statements have been made to me about the safety of the horse facility, including the quality or suitability of the horse equipment or any other matter concerning this facility; (f) I have not been induced to sign this Agreement by the statement or conduct of any person; and (g) I have the mental capacity to understand and enter into this Agreement.

Executed this _____ day of _____, 20_____.

Renter

Renter

PLEASE NOTE: This agreement and a copy of a negative Coggins test result for each horse must be submitted by mail and received before arrival at the facility. Please send the documents to:

***Fr. Jim Schmitmeyer
Padre Kino Bed & Barn
P.O. Box 96
Quitaque, Texas, 79455***