

**TEXAS STATE UNIVERSITY SYSTEM
CHRISTMAS MOUNTAINS – 1-DAY PERMIT APPLICATION**

General Information

Number of People in the Group: _____ Date: _____, 20____

Method of Travel: Foot Mountain Bike Horseback 4-Wheel Drive ATV

of 4WD/AWD High Clearance Vehicles: _____ Mountain bikes: _____ Horses: _____ ATVs: _____

Vehicles and ATVs:

Make: _____ Model: _____

Color: _____ License Plate: _____ State: _____

Make: _____ Model: _____

Color: _____ License Plate: _____ State: _____

Members of the Group

List all members of the group, including any children. Please attach additional pages as necessary.

1. Name: _____ Cell Phone: _____
Address (include City, State, and Zip Code): _____
Email: _____ Emergency Contact Info: _____

2. Name: _____ Cell Phone: _____
Address (include City, State, and Zip Code): _____
Email: _____ Emergency Contact Info: _____

3. Name: _____ Cell Phone: _____
Address (include City, State, and Zip Code): _____
Email: _____ Emergency Contact Info: _____

4. Name: _____ Cell Phone: _____
Address (include City, State, and Zip Code): _____
Email: _____ Emergency Contact Info: _____

5. Name: _____ Cell Phone: _____
Address (include City, State, and Zip Code): _____
Email: _____ Emergency Contact Info: _____

Terms and Conditions of Christmas Mountains – 1-Day Permit

1. Permission to Travel on Christmas Mountains. Texas State University System (“TSUS”) grants the members of the group listed above the non-exclusive right to travel on and within the Christmas Mountains as indicated under “Method of Travel” above for the day indicated under “Date” above. This right is non-exclusive, and TSUS maintains the right to access Christmas Mountains during this time. TSUS also maintains the right to revoke any right of the group members to travel on and within the Christmas Mountains. The rights of the members of the group to travel on and within the Christmas Mountains will automatically expire at 5:00 p.m. on the day indicated under “Date” above.

2. Follow the Rules. By going on the Christmas Mountains, each member of the group agrees to comply with all posted signs on the Christmas Mountains, and any rules, regulations, or policies relating to their travel on the Christmas Mountains.

3. Limitation on Liability. By going on the Christmas Mountains, each member of the group acknowledges and agrees that use of the Christmas Mountains is subject to Texas Civil Practice and Remedies Code, Chapter 75, which limits the liability of TSUS and Property Owners Association of Terlingua Ranch, Inc. (the “**Association**”), as the owner and lessee, respectively, of real property, and who gives permission to another to enter the premises for recreation. The term “**recreation**” includes, but is not limited to, an activity such as picnicking, hiking, pleasure driving, nature study, including bird watching, bicycling and mountain biking, rock climbing, horseback riding and any other activity associated with enjoying nature or the outdoors. Accordingly, TSUS and the Association do not: (a) assure that the Christmas Mountains are safe for recreation; (b) owe any member of the group a greater degree of care than is owed to a trespasser on the Christmas Mountains; or (c) assume any responsibility or incur any liability for any injury to an individual or damage to property caused by any act of any member of the group.

4. Release. As a condition to going on the Christmas Mountains, each member of the group agrees to the terms of the documents titled “Christmas Mountains Release of Liability, Indemnification and Assumption of Risk Agreement (Form for Minors)” or “Christmas Mountains Release of Liability, Indemnification and Assumption of Risk Agreement (Form for Adults)” (as applicable). At the Association’s request, each member of the group (or their guardian as applicable) agrees to execute these documents before the group travels on or within the Christmas Mountains.

TEXAS STATE UNIVERSITY SYSTEM
Christmas Mountains Rules and Regulations / Vehicle Permit

1. Access to the Christmas Mountains property requires a day permit which must be secured from the Terlingua Ranch Lodge offices, located at 16000 Terlingua Ranch Road. Terlingua Ranch Lodge is open 7 days a week from 9:00 a.m. to 5:00 p.m.
2. Day permits are valid only until 5:00 p.m. on the day of issuance.
3. Off-road use of motorized vehicles or bicycles is strictly prohibited.
4. Motorized access (e.g. 4-wheel drive vehicle or all-terrain vehicle) to the Christmas Mountains Peak requires a \$75 key deposit which is fully refundable upon return of the key.
5. Camping is NOT permitted at any time.
6. This permit does NOT authorize hunting of any kind.
7. Fires are NOT permitted at any time.
8. Pets must remain on a leash at all times.
9. HIKERS AND BICYCLE RIDERS must remain on the established road unless they have indicated otherwise on the first page of the day permit form.
10. Firearms by anyone other than a license holder of a concealed handgun permit or law enforcement personnel are prohibited.
11. Collecting rocks, plants, plant parts including seeds, animals or animal parts, or any man-made objects or any other natural or historic artifact or feature on the Christmas Mountains property is prohibited.
12. ALL trash, including food scraps, such as apple cores or orange peels, and all wrappers, paper, including toilet paper must be packed out.
13. Do NOT feed wildlife on the Christmas Mountains property.
14. Do NOT drink from any water source nor allow horses to drink from any water sources on the Christmas Mountains property.
15. Smoking is prohibited on the Christmas Mountains property.
16. The holder of this permit understands and agrees to park only in authorized and designated parking areas and agrees to display this vehicle permit on the vehicle dashboard at all times while on the Christmas Mountains property.
17. The holder of this permit understands and agrees that unaccompanied minors are not permitted on the Christmas Mountains property.
18. Commercial use of property is strictly prohibited.

I, _____ have thoroughly read the Christmas Mountains Rules and Regulations and I understand and agree that I will fully comply with each rule and regulation and that my failure to so may result in criminal and/or civil penalties against me as well as my removal from the Christmas Mountains property.

Signature

Date

Christmas Mountains
Release of Liability, Indemnification and Assumption of the Risk Agreement
(Form for Adults)

Participant Name (Print): _____

Activity: All **indoor and outdoor activities** (hereafter "Activity") occurring on the property known as the Christmas Mountains

Activity Dates: _____

This is a Release of Liability, Indemnification and Assumption of the Risk agreement. Read it carefully and sign below. Completion of this form is required as a condition of you participating in the Activity. This document cannot be altered or modified by any verbal or written statements.

Initial Releases: The "Releasees" in this agreement are the Texas State University System; its component colleges and universities; Property Owners' Association of Terlingua Ranch, Inc.; and the regents, directors, officers, employees, agents, and volunteers of such entities.

Initial Assumption of Risks: To the best of my knowledge, I am in good health and have no physical limitations that would preclude or impede my participation in the Activity listed above. I am aware of the high risks, perils and extreme hazards connected with the Activity. I acknowledge that loss of property, personal or bodily injury, or death might result from the Activity, the acts of others, and/or from the unavailability of emergency medical care, on Christmas Mountains. I acknowledge that the Christmas Mountains themselves are potentially dangerous and that the type of loss, injury, or death described above can occur when on the Christmas Mountains. I elect to participate voluntarily and engage in the Activity knowing that the Activity may be hazardous to my property and me. I voluntarily and expressly agree and promise that I assume full responsibility for property loss or damage, and for personal injury, including death, that I may sustain as a result of being engaged in this Activity, whether or not based on the negligence or other wrongful conduct of any of the Releasees.

Initial Intent: I intend that this Release of Liability, Indemnification and Assumption of the Risk Agreement bind not only me, but also the members of my family, my spouse and heirs, assigns, and personal representatives. I intend this as a release, discharge and promise not to sue the Releasees. I further agree that this Release of Liability, Indemnification and Assumption of Risk Agreement should be construed in accordance with the laws of the State of Texas.

Initial Free Act: I acknowledge that I have read and understand this Release of Liability, Indemnification and Assumption of the Risk Agreement and understand that it is legally binding. I understand it and sign it voluntarily as my own free act.

Initial **INDEMNIFICATION:** I ALSO AGREE TO INDEMNIFY, PROTECT, DEFEND (ON DEMAND), AND HOLD HARMLESS THE RELEASEES FROM ANY AND ALL LOSS, LIABILITY, DAMAGE, OR COSTS OF ANY NATURE WHATSOEVER, WHETHER NOW EXISTING OR HEREAFTER ARISING, INCLUDING WITHOUT LIMITATION COURT COSTS AND ATTORNEY'S FEES, THAT THE RELEASEES MAY INCUR DUE TO MY PARTICIPATION IN THE ACTIVITY, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE. FOR EXAMPLE, I SPECIFICALLY AGREE TO INDEMNIFY, PROTECT, DEFEND (ON DEMAND), AND HOLD HARMLESS THE RELEASEES FROM ANY LOSSES THE RELEASEES MAY INCUR AS A RESULT OF MY LOSS OF PROPERTY, MY PERSONAL OR BODILY INJURY OR DEATH, MY INJURING ANOTHER PERSON, AND/OR MY DAMAGING ANOTHER PERSON'S PROPERTY WHILE PARTICIPATING IN THE ACTIVITY.

THE INDEMNITY OWED BY ME AS SET FORTH HEREIN IS SPECIFICALLY INTENDED TO INCLUDE CLAIMS CAUSED, OR ALLEGED TO HAVE BEEN CAUSED, IN WHOLE OR IN PART, BY THE RELEASEES' OWN NEGLIGENCE.

Initial Release: In consideration for permitting me access to the Christmas Mountains property and facilitating my participation in the Activity, I release, discharge, and agree not to sue the Releasees for any claims, demands, actions, and causes of action of any nature whatsoever, including without limitation any claims of negligence, arising out of any loss or damage to my property and/or any personal injury or death that I may sustain, whether or not caused by the negligence of any of the Releasees, while participating in the Activity, whether supervised or unsupervised, or while in transportation to or from the Activity.

THE RELEASE, DISCHARGE, AND COVENANT NOT TO SUE SET FORTH HEREIN IS SPECIFICALLY INTENDED TO INCLUDE CLAIMS CAUSED, OR ALLEGED TO HAVE BEEN CAUSED, IN WHOLE OR IN PART, BY THE RELEASEES' OWN NEGLIGENCE.

I certify that I am of lawful age (18 years or older) and legally competent to sign this Agreement.

Signature of Participant

Date

Christmas Mountains
Release of Liability, Indemnification and Assumption of the Risk Agreement
(Form for Minors)

Name of **Minor** (Print): _____

Name of Parent/Guardian (Print): _____

Relationship to Minor (Print): _____

Activity: All **indoor and outdoor activities** (hereafter activity) occurring on the property known as the Christmas Mountains

Activity Dates: _____

This is a Release of Liability, Indemnification and Assumption of the Risk Agreement. Read it carefully and sign below. Completion of this form is required as a condition of your child participating in the Activity. This document cannot be altered or modified by any verbal or written statements.

Initial **Releasees:** The "Releasees" in this agreement are the Texas State University System; its component colleges and universities; Property Owners Association of Terlingua Ranch, Inc.; and the regents, directors, officers, employees, agents, and volunteers of such entities.

Initial **Assumption of Risks:** To the best of my knowledge, the above-named Minor is in good health and has no physical limitations that would preclude or impede the above-named Minor's participation in the Activity listed above. I am aware of the high risks, perils and extreme hazards connected with the Activity. I acknowledge that loss of property, personal or bodily injury, or death might result from the Activity, the acts of others, and/or from the unavailability of emergency care, on Christmas Mountains. I acknowledge that the Christmas Mountains themselves are potentially dangerous and that the type of loss, injury, or death described above can occur when on the Christmas Mountains. I voluntarily elect to allow the above-named Minor to participate and engage in the Activity knowing that the Activity may be hazardous to my property, the above-named Minor's property and the above-named Minor. I voluntarily and expressly agree and promise that I assume full responsibility for property loss or damage, and for personal injury, including death, that I or the above-named Minor may sustain as a result of being engaged in this Activity, whether or not based on the negligence or other wrongful conduct of any of the Releasees.

Initial **Intent:** I intend that this Release of Liability, Indemnification and Assumption of the Risk Agreement bind not only me, but also the members of my family and my spouse, and my heirs, assigns, and personal representatives. I intend this as a release, discharge, and promise not to sue the Releasees. I further agree that this Release of Liability, Indemnification and Assumption of the Risk Agreement should be construed in accordance with the laws of the State of Texas.

Initial **Free Act:** I acknowledge that I have read and understand this Release of Liability, Indemnification and Assumption of Risk Agreement and understand that it is legally binding. I understand it and sign it voluntarily as my own free act.

Initial **INDEMNIFICATION:** **I ALSO AGREE TO INDEMNIFY, PROTECT, DEFEND (ON DEMAND), AND HOLD HARMLESS THE RELEASEES FROM ANY AND ALL LOSS, LIABILITY, DAMAGE, OR COSTS OF ANY NATURE WHATSOEVER, WHETHER NOW EXISTING OR HEREAFTER ARISING, INCLUDING WITHOUT LIMITATION COURT COSTS AND ATTORNEY'S FEES, THAT THE RELEASEES MAY INCUR DUE TO THE ABOVE-NAMED MINOR'S PARTICIPATION IN THE ACTIVITY, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE. FOR EXAMPLE, I SPECIFICALLY AGREE TO INDEMNIFY, PROTECT, DEFEND (ON DEMAND), AND HOLD HARMLESS THE RELEASEES FROM ANY LOSSES THE RELEASEES MAY INCUR AS A RESULT OF THE ABOVE-NAMED MINOR'S INJURY OR DEATH, THE ABOVE-NAMED MINOR'S INJURING ANOTHER PERSON, AND/OR THE ABOVE-NAMED MINOR'S DAMAGING ANOTHER PERSON'S PROPERTY WHILE PARTICIPATING IN THE ACTIVITY.**

THE INDEMNITY OWED BY ME AS SET FORTH HEREIN IS SPECIFICALLY INTENDED TO INCLUDE CLAIMS CAUSED, OR ALLEGED TO HAVE BEEN CAUSED, IN WHOLE OR IN PART, BY THE RELEASEES' OWN NEGLIGENCE.

Initial **Release:** In consideration for permitting the above-named Minor access to and facilitating the above-named Minor's participation in the Activity, I, individually and as the parent/guardian of the above-named Minor, release, discharge, and agree not to sue any of the Releasees for any claims, demands, actions, and causes of action of any nature whatsoever, including without limitation any claims of negligence, arising out of any loss or damage to my or the above-named Minor's property and/or any personal injury or death that the above-named Minor may sustain, whether or not caused by the negligence of any of the Releasees, while participating in the Activity, whether supervised or unsupervised, or while in transportation to or from the Activity.

THE RELEASE, DISCHARGE, AND COVENANT NOT TO SUE SET FORTH HEREIN IS SPECIFICALLY INTENDED TO INCLUDE CLAIMS CAUSED, OR ALLEGED TO HAVE BEEN CAUSED, IN WHOLE OR IN PART, BY THE RELEASEES' OWN NEGLIGENCE.

I certify that I am the parent and/or legal guardian of _____ (print name of Minor), of lawful age (18 years or older) and legally competent to sign this Agreement.

Signature of Legal Parent/Guardian

Date