

**RELEASE OF LIABILITY AND INDEMNITY AGREEMENT**  
**READ CAREFULLY BEFORE SIGNING**

In consideration, the receipt and sufficiency of which is hereby acknowledged, for being allowed entry into and participation in activities (the "Activities") associated with the HONEY ROCK BOTTOMS LLC hunting ranch, the undersigned hereby enters into this RELEASE OF LIABILITY AND INDEMNITY AGREEMENT (this "Agreement") as of the date set forth below.

1. **ACKNOWLEDGEMENT OF RISKS:** The undersigned recognizes and understands that there are risks associated with their participation in the Activities including, but not limited to, bodily injury or death to persons and damage to property. The undersigned further acknowledges and understands that they will be held liable and responsible for any and all damage to person, property, livestock, wildlife, fauna and or improvements to property that is caused by them and/or any persons under their care and control, and that arise out of, or are related to, the undersigned's entry into and participation in the Activities. The Undersigned acknowledges that (a) dangerous natural or man-made conditions may exist or occur on the Premise, including stock tanks, streams and rivers with currents and water that may be deep or flood, hazardous driving and walking conditions, uneven terrain, the presence of wild domestic, poisonous, or diseased animals, elevated hunting stands, and or camouflaged hunting blinds; and (b) hunting is an inherently dangerous activity involving the use of firearms and other lethal implements and the presence of other hunters. The undersigned assumes all such dangers and risks.
2. **APPLICABILITY AND SCOPE OF RELEASES AND INDEMNITIES:** For purposes of this Agreement, "Claims" shall mean any past, present and future claims, losses, costs, expenses, liabilities, demands, or causes of action, and costs of defense or settlement (including without limitation, attorney' fees and court costs).For purposes of this Agreement, the Term "Released Parties" shall mean the owners, officers, and employees of HONEY ROCK BOTTOMS LLC, and its assigns, the owner of the properties on which any activities are conducted, including but not limited to Burt Farms, Inc., and Paul and Teresa Burt. The releases, waivers and indemnities contained in this agreement expressly shall apply regardless of whether the Claims to be releases, waived or indemnified against arise, or are alleged to arise from (i) **NEGLIGENCE (WHETHER SOLE, JOINT OR CONCURRENT), GROSS, NEGLIGENCE, NEGLIGENCE PER SE, AND/OR STRICT LIABILITY,** of the Released Parties: (ii) personal injury, death or property damage; (iii) acts under the Texas Deceptive Trade Practices Act ("DTPA"); (iv) acts of any other persons or guests; (v) theft, burglary, assault, or other crimes; (vi) fire, water, wind, rain and/or smoke and/or (vii) any other risks and hazards associated with the undersigned's entry into and participation in the Activities, including, but not limited to, or potentially dangerous, persons with firearms both on and off the premises used in connection with the Activities, persons wearing video equipment mounted to safety helmets, and/or vests and the driving or riding in any vehicles, whether belonging to Released Parties or to other persons.
3. **RELEASE FROM LIABILITY:** **The undersigned hereby RELEASES, ACQUITES AND FOREVER DISCHARGES, and WAIVES any and all Claims against any of the Released Parties that arise from or relate to their entry and participation in the**

**Activities – including, but not limited to, the types of claims enumerated in Paragraph 2 – and agree not to sue any of the Released Parties for such Claims. Without limiting the foregoing, the undersigned agrees that the Released Parties shall not be liable to them, their family, or their guests, for personal injury, property damage, or any other Claims arising from or related to the undersigned’s entry into and participation in the Activities. The foregoing indemnities, waivers, and releases will apply even if the incident giving rise to the Claim is caused in whole or in part by the condition of the premises or by the sole or concurrent ordinary negligence of the Released Parties.**

- a. Release: The undersigned waives all claims against the Released Parties from any liability based on any (a) injury to or death of Hunter or (b) Damage to or loss of any Property belonging to Hunter.**

\_\_\_\_\_ Signature

**Printed Name Date**

\_\_\_\_\_  
**Driver’s License Number Address, City, State, Zip**

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**Hunting License Number**