

HUNTING RELEASE AND INDEMNITY AGREEMENT TEXAS RANCH SERVICES, INC.

This Agreement is entered into by the undersigned hunter (the “**Hunter**”) as of the date below for the benefit of Texas Ranch Services, Inc., a Texas corporation (“**Texas Ranch Services**”), and the owner (the “**Landowner**”) of the land described below (the “**Land**”).

In consideration of being allowed to hunt on the Land and participate in the activities organized by Texas Ranch Services thereon, Hunter agrees as follows:

1. Hunter shall use the premises for hunting purposes only. Hunter may not cut or damage trees, crops, roads, dwellings, fences, buildings or other property on the Land. Hunter agrees to repair any damage he causes to the Land and property of the Landowner or Texas Ranch Services and agrees to return the Land and property of the Landowner or Texas Ranch Services to its prior condition at Hunter’s sole cost and expense.
2. Hunter shall strictly observe all state, federal, and local wildlife laws. Any wildlife law violation on the Land, by Hunter or any single member of a hunting group, may, at Texas Ranch Services’ or Landowner’s option, cause cancellation of organized activities immediately without refund.
3. Hunter agrees at all times to use extreme caution and care in protecting himself, his property, and others and their property, from accident or bodily injury.
4. The consumption of alcohol, and/or drugs, legal or otherwise, may impair Hunter’s ability to safely and accurately operate weapons or participate in any of the activities organized by Texas Ranch Services. Hunter agrees not to operate a weapon or participate in any activity organized by Texas Ranch Services while under the influence of alcohol or any drug, legal, illegal or otherwise.
5. Hunter is an experienced hunter. Hunter is aware of the inherent danger of injury from the use of firearms and other hunting related dangers, including dangers to bodily injury that may occur (including, but not limited to, the use of hunting knives, axes, arrows, traveling by vehicle over rough terrain, or getting into and out of deer stands for hunting). Hunter understands that hunting is a dangerous activity and that there may be apparent or hidden hazards on the Land (including but not limited to, dangers such as holes, fence wire, wells, swamps, brush, ponds, harmful plants, poisonous animals, other wild or domestic animals, unauthorized persons on the Land, other hunters, or other risks that may be dangerous or that can cause injuries or death). HUNTER ASSUMES FULL RESPONSIBILITY AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER OR NOT CAUSED BY NEGLIGENCE OF TEXAS RANCH SERVICES OR LANDOWNER, WITHOUT RECOURSE AGAINST TEXAS RANCH SERVICES OR THEIR AGENTS, MANAGERS, DIRECTORS, OFFICERS, EMPLOYEES, ASSIGNEES, OR THE LANDOWNER.
6. HUNTER RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO FILE SUIT AGAINST EITHER TEXAS RANCH SERVICES, ITS AGENTS, EMPLOYEES, MANAGERS, DIRECTORS, OFFICERS, ASSIGNEES, AND/OR THE LANDOWNER OR ITS AGENTS, FAMILIES, EMPLOYEES OR ASSIGNEES FOR ANY AND ALL LOSSES, DAMAGES, INJURIES OR OTHER CLAIMS OR DEMANDS THEREFOR, ON ACCOUNT OF INJURY TO ANY PERSON OR PROPERTY OF THE UNDERSIGNED HUNTER, OR RESULTING IN THE DEATH OF THE UNDERSIGNED HUNTER, WHETHER CAUSED BY THE NEGLIGENCE OF TEXAS RANCH SERVICES OR THE LANDOWNER

OR THEIR AGENTS, FAMILIES, EMPLOYEES, OFFICERS, MANAGERS, DIRECTORS, DESIGNEES AND ASSIGNEES.

7. HUNTER AGREES TO INDEMNIFY AND HOLD HARMLESS TEXAS RANCH SERVICES AND THE LANDOWNER AND THEIR FAMILIES, AGENTS, EMPLOYEES, OFFICERS, MANAGERS, DIRECTORS, DESIGNEES AND ASSIGNEES, FROM ANY LOSS, LIABILITY, DAMAGES OR COST OF ANY NATURE WHATSOEVER, INCLUDING THE DEFENDING OF ANY LAWSUITS FILED BY THE HUNTER AND OR THEIR GUESTS OR INVITEES, THAT THE UNDERSIGNED HUNTER OR GUESTS OR INVITEES OF THE UNDERSIGNED HUNTER MAY INCUR AS A RESULT OF THE ACTIVITIES ORGANIZED BY TEXAS RANCH SERVICES, OR THE TRAVELING TO OR FROM THE HUNTING AREA, WHETHER SUCH IS CAUSED BY THE NEGLIGENCE OF TEXAS RANCH SERVICES OR THE LANDOWNER.

8. Hunter understands and agrees that there may be operations conducted on the Land at any time by Landowner or others. There will be no refunds for any disruption of hunting due to such operations. There are no warranties or guarantees that game animals or Hunter will not be disturbed due to such operations and the success of the hunting is strictly at the risk and responsibility of the Hunter.

9. This agreement further expressly agrees that this agreement is intended to be as broad and inclusive as permitted by the law of the State of Texas, and that if any portion of this agreement is held to be invalid, it is agreed that the remainder of this Agreement shall continue to be in full force and effect.

10. This agreement shall be binding upon the parties hereto, their legal representatives, heirs, administrators, executors, successors and assigns and shall inure to the benefit of each of the parties.

11. This agreement contains and is the entire agreement and undertaking between the parties hereto, and there are no other agreements, representations, statements or inducements not contained or referred to herein.

12. This agreement shall be governed by Texas law, and it is further agreed that any suit, legal action, cause of action, claim, or other legal remedy shall be filed in Hemphill County, Texas, regardless of in which county the property is located.

13. I HAVE READ THE FOREGOING AGREEMENT AND I FULLY UNDERSTAND ITS TERMS AND AGREE TO ABIDE BY ITS TERMS.

Date: _____

Signature: _____

Name: _____

Land: _____

