

**RELEASE OF LIABILITY, INDEMNITY  
CONSENT FOR EXPOSURE TO  
DANGEROUS AND HAZARDOUS CONDITIONS,  
AND ASSUMPTION-OF-THE-RISK**

This Release of Liability, Indemnity, Consent for Exposure to Dangerous and Hazardous Conditions, and Assumption-of-the-Risk agreement (the "Agreement") is made by the undersigned ("Participant") in favor of Tye Sims and T Fork Outfitters & Long Range Clinics, and his agents, employees, family members, personal representatives, heirs, successors and assigns (collectively referred to as "Landowner").

Participant has knowingly and willingly entered a verbal hunting lease agreement or has otherwise been granted permission to enter the Premises.

Participant voluntarily accepts the terms and conditions of this Agreement in consideration of Participant's visit to and/or participation in activities on the Premises. This agreement shall remain in effect from this date and shall apply on all other visits by Participant on the Premises.

Participant further acknowledges and understands that the Landowner makes no warranties, either express or implied, as to the condition and/or safety of the property, and the improvements located thereon (hereinafter collectively referred to as the "Premises") located in Wheeler County, Texas.

**WARNING OF THE DANGEROUS CONDITIONS ON LEASED PREMISES**

The dangerous conditions listed below serve to warn and make Participant aware, appreciate and understand that dangerous conditions, risks and hazards exist, both obvious and latent, both natural and man-made, that can cause serious bodily injury or death and damage or destruction of Participant's personal property. Participant's presence and activities on the Premises expose both Participant and Participant's personal property to these dangerous conditions, risks and hazards, both obvious and latent and both natural and man-made, including, but not limited to, poisonous snakes, insects and spiders; elevated blinds and tree stands, whether or not erected by Lesson; eroded areas, uncovered wells, steep inclines, sharp and jagged rocks located both on and off roadways and trails that rough, hazardous and dangerous driving and walking conditions; animals both wild and domestic that may be diseased and/or possessed with propensities to injure or kill; rushing and still water with perils luring above and beneath the surface; trees and tree limbs both dead and alive, that may fall unexpectedly without warning; persons with firearms and other lethal weapons both on or off the Premises; the presence of bare electrical wires to restrain livestock; and the use of vehicles, tractors, UTVs and ATVs both on and off roadways, waterways, ponds and lakes, and flooding of the rivers and creeks on the Premises.

WAIVER, INDEMNITY AND RELEASE OF CLAIMS:

IN CONSIDERATION FOR THE RIGHT TO ENTER THE PREMISES, PARTICIPANT, ON BEHALF OF HIMSELF, HIS HEIRS, DEVISEES AND ALL MEMBERS OF HIS FAMILY, SPECIFICALLY INCLUDING ANY MINOR CHILD FOR WHOM PARTICIPANT IS PARENT OR GUARDING, AND ON BEHALF OF ALL OTHER PERSONS CLAIMING BY, THROUGH OR UNDER PARTICIPANT, DOES AGREE TO WAIVE AND RELEASE LANDOWNER AND LANDOWNER'S SUCCESSORS, ASSIGNS, HEIRS, LEGAL REPRESENTATIVES, DEVISEES, EMPLOYEES, AGENTS OR COUNSEL (COLLECTIVELY, "LANDOWNER PARTIES" OR INDIVIDUALLY A "LANDOWNER PARTY") FROM ALL LIABILITIES (AS DEFINED HEREINBELOW), COVENANTS AND AGREES NOT TO MAKE ANY CLAIM OR INSTITUTE ANY SUIT OR ACTION AT LAW OR IN EQUITY AGAINST ANY LANDOWNER PARTY, AND AGREES TO IDEMNIFY, HOLD HARMLESS AND DEFEND LANDOWNER PARTIES FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION (INCLUDING, BUT NOT LIMITED TO, THOSE RELATED TO PHYSICAL INJURY OR DEATH) SUITS, FINES, JUDGEMENTS AND OTHER EXPENSES (INCLUDING, BUT NOT LIMITED TO ATTORNEYS FEES, EXPERT WITNESS FEES AND EXPENSES AND COSTS OF INVESTIGATION), OF ANY KIND, NATURE OR DESCRIPTION, (COLLECTIVELY REFERRED TO AS "LIABILITIES") ARISING OUT OF, CAUSED BY, OR RESULTING FROM (IN WHOLE OR IN PART) THE FOLLOWING, **EVEN IF SUCH LIABILITIES ARE CAUSED BY THE NEGLIGENCE OR THE GROSS NEGLIGENCE OF ANY LANDOWNER PARTY:** (1) ANY ACCIDENT INCIDENT OR OCCURRENCE ARISING OUT OF, INCIDENTAL TO OR IN ANY WAY RESULTING FROM PARTICIPANT'S USE OF OR PRESENCE ON THE PREMISES; OR (2) PARTICIPANT'S EXPOSURE TO THE CONDITIONS OF THE PREMISES WHETHER NATURAL OR MAN-MADE. NO INDEMNIFICATION IS PROVIDED TO A LANDOWNER PARTY WHEN THE LIABILITY OR LOSS RESULTS FROM THE WILLFUL MISCONDUCT OF SUCH LANDOWNER PARTY.

IN ADDITION, PARTICIPANT ASSUMES FULL RESPONSIBILITY FOR INJURIES, DEATH, ILLNESS OR DISEASE, DAMAGE OR OTHER CLAIMS TO PERSONS OR PARTICIPANT'S PROPERTY ARISING FROM THE PARTICIPATION BY PARTICIPANT OR MEMBERS OF PARTICIPANT'S FAMILY IN ANY ACTIVITIES ON THE PREMISES, AND AGREES TO RELEASE, HOLD HARMLESS AND INDEMNIFY LANDOWNER FROM ALL LIABILITY THEREFROM, **INCLUDING, WITHOUT LIMITATION, IN RESPECT OF ANY CLAIMS ARISING OUT OF THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY LANDOWNER PARTY, OTHER PARTICIPANT OR GUEST.**

ASSUMPTION OF THE RISK

Participant hereby agrees and declares that the "Warning of Dangerous conditions on Leased Premises" stated earlier serves to warn Participant of any actual and/or potentially dangerous natural or man-made condition(s) that Participant may reasonably expect to encounter on the Premises that may cause serious bodily harm or death or cause damage to or destruction of Participant's personal property.

Participant hereby states that he is aware of the dangerous conditions, risks and hazards mentioned earlier and that participant:

1. understands and appreciates the nature and extent of the risks and dangers of being exposed to those and other associated dangerous conditions and
2. voluntarily, expressly and knowingly consents to exposing himself and his personal property to those and other associated dangerous conditions.

By affixing my signature below, I \_\_\_\_\_ knowingly and expressly ASSUME THE RISK of my exposure to the dangerous conditions, risks and hazards expressed above. This assumption of the risk may be used by Landowner as a defense in a court of law against any allegations either for negligence or gross negligence for failing to warn me of any dangerous natural or man-made conditions that I am apt to encounter expectedly or unexpectedly on the leased premises. **This assumption of the risk does not extend to Landowner's reckless or intentional conduct.**

SEVERABILITY CLAUSE:

If any term, provision, covenant, release, assumption or condition of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

TERM OF AGREEMENT:

This Agreement applies during the time that Participant is permitted on the leased premises, now and in the future, and until this agreement is revoked in writing and delivered to Landowner.

**Caution: READ BEFORE SIGNING**

I have carefully read the Release of Liability, Indemnity, Consent for Exposure to Dangerous and Hazardous Activities and Assumption-of-the-Risk Agreement, fully understand its contents. I understand that I have given up substantial rights by signing it, am aware of its legal consequences. I am aware that this is a release of liability and a contract between myself and the Landowner and have signed it freely and voluntarily, without inducement, assurance or guarantee being made to me and intend my signature to be a complete and unconditional legal release of all liability to the greatest extent allowed by law.

I further agree that this is a permanent liability release waive and discharge of me, my heirs, my family members, distributes, guardians, legal representatives, successors or assigns, and indemnity agreement. It shall be considered a continuing release and indemnity agreement, effective for current and all future visits to the Premises.

Executed this is the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

Telephone No. \_\_\_\_\_

E-mail \_\_\_\_\_

**Parents with Minors**

As a parent, guardian or custodian, I am signing this document on behalf of my minor child and agree to be specifically bound to all the terms and conditions of this Agreement. I have read the agreement, fully understand the terms of herein, understand that I have given up substantial rights by signing it, am aware of its legal consequences, and have signed this document freely and voluntarily without any inducement, assurance or guarantee being made to me. I intend my signature to be a complete and unconditional release of any and all liability to the greatest extent allowed by law and further agree to indemnify and save and hold harmless Releasees.

\_\_\_\_\_ Date \_\_\_\_\_  
(Signature of Parent, Guardian, or Custodian of Minor)

\_\_\_\_\_  
(Print Name of Parent, Guardian or Custodian of Minor)

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

Print Name(s) of Minor(s) below:

Age:

- |    |       |       |
|----|-------|-------|
| 1. | _____ | _____ |
| 2. | _____ | _____ |
| 3. | _____ | _____ |
| 4. | _____ | _____ |