

**WAIVER, RELEASE OF LIABILITY, ASSUMPTION OF RISK,
INDEMNIFICATION AND COVENANT NOT TO SUE**

Madison Family Land and Cattle Company, LLC

NOTICE: THIS IS A LEGALLY BINDING AGREEMENT.

By signing this agreement, you relinquish your right to bring any claims or actions to recover any damages, losses or compensation against Madison Family Land and Cattle Company, LLC, a Texas limited liability company ("MADISON"), and its members, managers, directors, officers, employees, agents, partners, successors, assigns, parent or subsidiary entities, affiliates, volunteers, contractors, agents and representatives (collectively with MADISON, the "Released Parties"), as a result of any harm or injury to person or property arising out of or related to your use and enjoyment of the property located on FM 2340, Burnet Texas and the surrounding property owned by MADISON in total approximately 600 acres ("Property"). In consideration of MADISON allowing you to be on the property for your enjoyment (the "Activities"), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I acknowledge and agree as follows:

ACKNOWLEDGEMENT OF RISKS: I fully understand that the nature of a ranch and the work associated with ranching and hunting has inherent risk. I understand the Property I am on is a working ranch and as I acknowledge the inherent risks, dangers and hazards. I also acknowledge the risks, dangers and hazards that my enjoyment of said Property may pose to me and others with me. I understand that it is my responsibility to ensure that I make every effort to avoid all known and unknown risks, dangers and hazards while enjoying the Property. While on the Property, I understand that it is my sole responsibility to be personally aware of and avoid anything that may pose a risk, danger or hazard to me. I agree to notify others with me of any known risk, dangers or hazards. I understand that these risks and dangers may be caused by the negligence of MADISON and the Released Parties, the negligence of other occupants of the Property, the negligence of third parties, accidents, breaches of contract, the forces of nature or other causes, and I acknowledge that risks and dangers may arise from foreseeable and unforeseeable causes. I hereby assume all risk and danger and all responsibility for any losses and/or damages to person or property that may result from my participating in Activities on the Property.

I FURTHER ACKNOWLEDGE, UNDERSTAND AND AGREE that, included within the scope of this Agreement are any claims or causes of action (a) arising out of the performance, or failure to perform, maintain, and/or inspect, the Property, and/or, (b) relating to the failure to warn of dangerous conditions existing on the Property.

WAIVER, RELEASE, ASSUMPTION OF RISK, INDEMNIFICATION AND COVENANT NOT TO SUE: In addition to the acknowledgments, waivers and releases discussed above, I hereby covenant not to sue and voluntarily agree to waive,

release, indemnify and hold harmless MADISON and the Released Parties, from any and all liability and claims, actions or losses for bodily injury, property damage, product liability, breach of contract, breach of any statutory duty of care owed under applicable laws, wrongful death, loss of services or any other claims which may arise out of participating in the Activities on the Property. I specifically understand that I am releasing, discharging and waiving any claims or actions that may have presently or in the future for any negligent acts or omissions by MADISON and the Released Parties, in connection with the Activities I am engaging in on the Property. I agree that if I or anyone on my behalf brings any claims or action which would be barred by this WAIVER, RELEASE OF LIABILITY, ASSUMPTION OF RISK, INDEMNIFICATION AND COVENANT NOT TO SUE, MADISON and the Released Parties will be entitled to recover from me the attorneys' fees and costs incurred in defending against that action, including the attorneys' fees incurred in presenting the defense of release.

SEVERABILITY: I agree that in the event any provision of this WAIVER, RELEASE OF LIABILITY, ASSUMPTION OF RISK, INDEMNIFICATION AND COVENANT NOT TO SUE is held or adjudicated to be contrary to any statute or law, or otherwise unenforceable, the remaining provisions of this document shall be enforceable to the fullest extent permitted by law.

I have read the above and by signing agree that it is my express intent to exempt and relieve MADISON and the Released Parties from liability for personal injury, property damage or wrongful death caused by negligence, recklessness or grossly negligent conduct or any other cause, except for willful or wanton conduct. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for negligent, reckless or grossly negligent acts or other conduct by MADISON and the Released Parties in connection with the Services I perform on the Property.

I also represent that (1) I am 18 years of age or older; (2) I have carefully read this document; (3) I would not have signed this document unless I fully understood its intent to bar any future claims against MADISON and the Released Parties and to protect them from any future loss or liability arising out of or resulting from the Services performed on the Property; (4) I have had the opportunity to have an attorney review this document and explain it to me if I so desired; and (5) I have signed this document of my own free will.

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SIGNATURE LINES ARE ON THE NEXT PAGE******

