

**RELEASE OF LIABILITY,**

**CONSENT FOR EXPOSURE TO DANGEROUS AND HAZARDOUS CONDITIONS,**

**AND ASSUMTION OF THE RISK**

I (we) hereby acknowledge that I (we) have knowingly and willingly entered a Hunting Agreement, or become a party bound by the terms and conditions of a Hunting Agreement by and between **Tammie Mueller, Owner of Slow Coach Ranch** (hereinafter referred to as Land Owner, whether one or more), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name[s] of Hunter[s]) bound by the Hunting Agreement, dated\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_\_\_.

I (we) understand the terms, provisions, and conditions of the Hunting Agreement. I (we) agree to abide by its terms and conditions and also by the terms and conditions of this Release, Consent, and Assumption-of-the-Risk Agreement.

I (we) acknowledge and understand the Land Owner makes no warranties, either express or implied, as to the condition and/or safety of the hunting premises and the improvements located thereon (hereinafter collectively referred to as the Hunting Premises) located in Runnels County, Texas.

**Warning of the Dangerous Conditions on Hunting Premises**

 The dangerous conditions listed below serve to warn me (us) and make me (us) 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 my (our) personal property. My (our) presence and activities on the hunting premises expose both me (us) and my (our) 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 Land Owner; eroded areas, holes, uncovered wells, steep inclines, sharp and jagged rocks located both on and off roadways and trails that create rough hazardous and dangerous driving and walking conditions; animals both wild and domestic that maybe diseased and/or possessed with propensities to injure or kill; rushing and still water with perils lurking above and beneath the surface; persons with firearms and other lethal weapons both on or off the hunting premises; the presence of bare electrical wires to restrain livestock and electrical highline wires ; exposed gas and water pipelines; and the use of vehicles, boats and ATV’s both on and off roadways, waterways, and ponds.

**Waiver and Release of Claims**

 In consideration for the right to enter the hunting premises, I (we) hereby waive and release all claims and agree to indemnify, defend and hold harmless the land owner above, his or her(or the) respective owners, heirs, agents, employees, guides and assigns from and against any and all claims, demands, causes of action and damages, including but not limited to, court costs, judgements and attorney’s fees resulting from any accident, incident or occurrence arising out of, incidental to or in any way resulting from the use of my (our) exposure to the conditions of the hunting premises or the Land Owner’s active or passive negligent conduct thereon. These include, among other things, injury or death to the undersigned and damage or destruction of the undersigned’s personal property.

 Also, I (we) hereby further covenant and agree that I (we), my (our) heirs, successors and assigns will not make any claim or institute any suit or action at law or in equity against the Land Owner named above or his or her( or the) respective owners, heirs, agents, representatives, employees, guides, successors or assigns by reason of the Land Owner’s active or passive negligent conduct or by reason of the condition(s) of the hunting premises, whether natural or man-made and whether the condition is caused by the Land Owner’s active or passive negligence.

**Assumption of the Risk**

 I (we) hereby agree and declare that the “Warning of Dangerous Conditions on the Hunting Premises” stated earlier **serves to warn me (us) of any actual and/or potentially dangerous natural or man-made conditions(s)** that I (we) may reasonably expect to encounter on the hunting premises that may cause serious bodily harm or death or causedamage to or destruction of my (our) personal property.

 I (we) hereby state that I am (we are) aware of the dangerous conditions, risks and hazards mentioned earlier and that I (we):

1. Understand and appreciate 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 consent to exposing myself (ourselves) and my (our) personal property to those and other associated dangerous conditions.

By affixing my (our) signatures below, I (we) knowingly and expressly **ASSUME THE RISK** of my (our) exposure to the dangerous conditions, risks and hazards expressed above. This assumption of the risk may be used by the Land Owner as a defense in a court of law as outlined by the Texas Supreme Court, against any allegations either for negligence or gross negligence or gross negligence for failing to warn me (us) of any dangerous natural or man-made conditions that I am (we are) apt to encounter expectedly or unexpectedly on the hunting premises. **This assumption of the risk does not extend to Land Owner’s reckless or intentional conduct.**

**The 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.

**Length of Agreement**

 This Release and Assumption of the Risk Form applies during the time that I and (we are) permitted on the hunting premises, now and in the future, and until this agreement is revoked in writing.

**Parental, Guardian and Supervisory Responsibility for Minors and Indemnification for Injuries or Deaths**

**In consideration for allowing a minor to accompany me (us) on the hunting premises, I (we) agree to keep close supervision of the minor in my (our) watch and care at all times. I (we) further agree to indemnify the Land Owner, his or her agents, heirs, employees, guides for all claims stemming from the injury and/or death of a minor in my (our) watch and care caused by my (our) lack of /or negligent supervision.**

**Consent or Denial for Use of Testimonial, Pictures, Ect.**

 In the event photographs, slides, or videos are made of me (us) while on the hunting premises, I (we) consent to the Land Owner’s use of the photographs, slides, and videos in promoting and marketing the Land Owner’s hunting and recreational activities on the hunting premises. Likewise, by sending any testimonials or pictures via letters, emails, or otherwise of my (our) experiences on the hunting premises to the Land Owner, I (we) consent to the Land Owner’s using them in like manner.

 \_\_\_\_\_\_\_\_\_\_Yes. You May Use the Material \_\_\_\_\_\_\_\_\_No. You May Not Use the Material

**List of Recent Accidents and Incidents Occurring on the Hunting Premises**

 According to Texas Case law, the Land Owner need to warn hunters and guests of accidents and incidents occurring on the hunting premises that my influence their decision to enter. The following is a list of all accidents and incidents that involved injury or death to a hunter or guest or to the damage or destruction of his or her personal property. The list covers all accidents and incidences occurring during the past two years.

None

Dated and signed this\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_\_.

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(Hunter’s/ Outfitter’s Signature) (Hunter’s/ Outfitter’s Printed Name)

Hunter’s Address:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Hunter’s Guest Signature, if Guest is a minor (Hunter’s Guest Printed Name)

Parent or Guardian Signature)

Hunter’s Guest Address:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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