

HINDES RANCH- Atascosa & Frio County, Texas

RELEASE OF LIABILITY, CONSENT FOR EXPOSURE TO DANGEROUS & HAZARDOUS CONDITIONS & ASSUMPTION OF RISK

Name: _____ Driver's License # _____ State: _____
Address: _____ City: _____ State: _____ Zip: _____
Phone:(Cell) _____ Hunting License # _____

THIS FORM AFFECTS YOUR LEGAL RIGHTS. DO NOT SIGN THIS FORM UNLESS YOU ARE WILLING TO GIVE UP FOREGO AND RELEASE YOUR RIGHT TO SUE OR FILE ANY CLAIM AGAINST, HINDES RANCH/S&H OUTDOORS, AGENTS, EMPLOYEES, HEIRS, LANDOWNERS, EXECUTORS, SUCCESSORS, ASSIGNS, OFFICERS, MEMBERS, OR REPRESENTATIVES IN THE EVENT THAT YOU ARE INJURED OR DAMAGED AT ANY TIME IN THE FUTURE WHILE ON ANY PREMISES ("PREMISES") OWNED OR LEASED BY HINDES RANCH/KRISTI HINDES SCHULTE GST EXEMPT TRUST/ LEGACY LAND ADVENTURES LLC AND ALL ADDITIONAL OWNERS AS WELL AS LEGACY LAND OUTDOOR OPERATIONS LLC.

I AM AWARE THAT THE PREMISES ARE LOCATED IN A REMOTE AREA AND THAT MEDICAL TREATMENT AND FACILITIES ARE NOT READILY ACCESSIBLE, AND THAT IN THE EVENT OF INJURY OR ILLNESS, I WILL NOT HAVE ANY MEDICAL OR PROFESSIONAL CARE. FURTHER, I AM AWARE THAT IN THE EVENT I NEED MEDICAL OR PROFESSIONAL CARE I WOULD HAVE TO TRANSPORT MYSELF OR FIND SOMEONE TO TRANSPORT ME TO THE NEAREST PHYSICIAN, HOSPITAL OR CLINIC. Also, IF I AM ON MEDICATION WHILE ON THE PREMISES OR IF I NEED MEDICATION WHILE ON THE PREMISES HINDES RANCH OWNERS AND LEGACY LAND OUTDOOR OPERATIONS LLC WILL NOT BE RESPONSIBLE TO PROVIDE SOME OR TRANSPORTATION TO GET SUCH MEDICATION.

I ACKNOWLEDGE AND UNDERSTAND THAT NO WARRANTY, EITHER EXPRESS OR IMPLIED, IS MADE BY THE HINDES RANCH OWNERS AND LEGACY LAND OUTDOOR OPERATIONS LLC AS TO THE PRODUCTS OR SERVICES OFFERED TO ME, OR AS TO THE CONDITION OF ANY ROADS, BUILDINGS, GATES OR OTHER IMPROVEMENTS ON THE PREMISES, OR THE PREMISES ITSELF, THAT DANGEROUS CONDITIONS DO EXIST AND THAT THERE ARE NUMEROUS DANGEROUS CONDITIONS, RISKS AND HAZARDS INVOLVED IN HUNTING AND OUTDOOR RECREATION ON THE PREMISES AND IN USE OF THE PREMISES AND THAT THE ACTIVITIES THAT I DESIRE TO UNDERTAKE AND MY PRESENCE OF THE PREMISES EXPOSE ME AND MY PROPERTY TO SUCH NUMEROUS DANGEROUS CONDITIONS, RISKS AND HAZARDS INCLUDING BUT NOT LIMITED TO: POISONOUS SNAKES, INSECTS AND SPIDERS; BLINDS AND TREE STANDS; ERODING AND GENERAL CONDITIONS OF THE LAND BOTH ON AND OFF ROADWAYS OR SENDERS CREATING ROUGH, HAZARDOUS AND DANGEROUS DRIVING AND WALKING CONDITIONS; ANIMALS BOTH WILD AND DOMESTIC, WHICH MAY BE DISEASED AND/OR POTENTIALLY DANGEROUS; DEEP WATER; OTHER PERSONS WITH FIREARMS ON OR OFF THE PREMISES; AND USE OF VEHICLES AND/OR ATVS FOR A PURPOSE WHICH THEY ARE OR ARE NOT INTENDED.

IN CONSIDERATION FOR THE RIGHT FOR ME TO ENTER THE PREMISES, I DO HEREBY FOR MYSELF, MY HEIRS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS, RELEASE AND DISCHARGE AND AGREE TO PROTECT, INDEMNIFY, DEFEND AND HOLD HARMLESS THE HINDES RANCH OWNERS AND LEGACY LAND OUTDOOR OPERATIONS LLC AND ITS AGENTS, EMPLOYEES, HEIRS, LANDOWNERS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION OF ANY SORT AND DAMAGES INCLUDING ATTORNEY'S FEES RESULTING FROM ANY ACCIDENT, INCIDENT OR OCCURRENCE ARISING OUT OF, INCIDENTAL TO OR IN ANY WAY RESULTING FROM MY USE (AND FOR ANY MINOR'S USE THAT MAY ACCOMPANY ME) OF THE PREMISES INCLUDING ALL IMPROVEMENTS THEREON, AND THE ROADS LEADING TO THE PREMISES, AND ANY ROADS OR OTHER PROPERTY (INCLUDING, BUT NOT LIMITED TO GOLF CARTS, ATVS OR AUTOS) USED IN CONNECTION WITH THE PREMISES, REGARDLESS OF WHETHER SAME MAY RESULT FROM THE HINDES RANCH OWNERS AND LEGACY LAND OUTDOOR OPERATIONS LLC NEGLIGENCE OR GROSS NEGLIGENCE (WHETHER SUCH NEGLIGENCE OR GROSS NEGLIGENCE IS ACTIVE OR PASSIVE, AND WHETHER SUCH NEGLIGENCE OR GROSS NEGLIGENCE IS THE SOLE PROXIMATE CAUSE OR A JOINT AND CONCURRENT PROXIMATE CAUSE) RESULTING IN DAMAGES OR INJURY, INCLUDING DEATH, TO ME, OR MY GUESTS, INVITEE, OR ANY OTHER PERSON INCLUDING BUT NOT LIMITED TO ANY MINOR THAT MAY ACCOMPANY ME) OR PROPERTY, THIS INDEMNITY AND RELEASE INCLUDES AN INDEMNITY FOR HINDES RANCH OWNERS AND LEGACY LAND OUTDOOR OPERATIONS LLC STRICT LIABILITY AND ANY LIABILITY ARISING BY STATUTE OR LAW.

AGREEMENT AND WARNING: I UNDERSTAND AND ACKNOWLEDGE THAT AN AGRITOURISM ENTITY IS NOT LIABLE FOR ANY INJURY TO OR DEATH OF AN AGRITOURISM PARTICIPANT RESULTING FROM AGRITOURISM ACTIVITIES. I UNDERSTAND THAT I HAVE ACCEPTED ALL RISK OF INJURY, DEATH, PROPERTY DAMAGE AND OTHER LOSS THAT MAY RESULT FROM AGRITOURISM ACTIVITIES.

I HEREBY FURTHER COVENANT AND AGREE FOR MYSELF, AND MY HEIRS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS, THAT I ASSUME ALL RISK OF BEING ON THE PREMISES AND THAT I WILL NOT MAKE ANY CLAIM OR INSTITUTE ANY SUIT OR ACTION AT LAW OR IN EQUITY AGAINST THE HINDES RANCH OWNERS AND LEGACY LAND OUTDOOR OPERATIONS LLC OR ITS AGENTS, REPRESENTATIVES, EMPLOYEES, HEIRS, LANDOWNERS, SUCCESSORS OR ASSIGNS WITH RESPECT TO INJURIES OR DAMAGES I MAY SUFFER DURING MY PRESENCE ON THE PREMISES OR THE MATTERS COVERED IN THE ABOVE INDEMNITY AND RELEASE THE INDEMNITY AND RELEASE SHALL BE PERPETUAL AND SHALL GOVERN MY RIGHTS FROM THE DATE SET FORTH BELOW AND FOREVER INTO THE FUTURE, REGARDLESS OF WHETHER I EXECUTE AN ADDITIONAL INDEMNITY AND RELEASE UPON MY NEXT VISIT TO THE HINDES RANCH OWNERS AND LEGACY LAND OUTDOOR OPERATIONS LLC.

I GIVE THE HINDES RANCH OWNERS AND LEGACY LAND OUTDOOR OPERATIONS LLC ALL RIGHTS AND PRIVILEGES TO PHOTOS AND VIDEOS TAKEN WHILE ON THE PREMISES, AND THERE WILL BE NO COMPENSATION OR PAYMENT GIVEN TO ME BY THE HINDES RANCH OWNERS AND LEGACY LAND OUTDOOR OPERATIONS LLC FOR USE OF SUCH PHOTOS OR VIDEOS, ALL USE OF SUCH PHOTOS OR VIDEOS BEING THE SOLE RIGHT OF THE HINDES RANCH OWNERS AND LEGACY LAND OUTDOOR OPERATIONS LLC.

TO THE EXTENT THAT ANY PROVISION OR PORTION OF ANY PROVISION CONTAINED HEREIN IS FOUND TO BE UNENFORCEABLE, SUCH PROVISION OR PORTION OF ANY PROVISION SHALL BE DEEMED STRUCK FROM THIS INDEMNITY AND RELEASE AND SUCH INVALIDITY SHALL NOT IN ANY WAY EFFECT THE OTHER PROVISIONS CONTAINED HEREIN, WHICH PROVISIONS SHALL BE ENFORCED TO THE MAXIMUM EXTENT PERMITTED BY LAW. THIS INDEMNITY AND RELEASE SHALL NOT BE CONSTRUED EITHER MORE STRONGLY FOR OR AGAINST THE UNDERSIGNED OR THE HINDES RANCH OWNERS AND LEGACY LAND OUTDOOR OPERATIONS LLC.

I ACKNOWLEDGE THAT NOTWITHSTANDING ANY STATE'S CONFLICTS OF LAWS, PROVISIONS THE LAWS OF THE STATE OF TEXAS SHALL EXCLUSIVELY APPLY TO CLAIMS ARISING FROM MY VISIT TO THE HINDES RANCH AS WELL AS THOSE RELATED TO THIS INDEMNITY AND RELEASE FURTHER, VENUE FOR ANY PROCEEDING SHALL LIE EXCLUSIVELY IN ATASCOSA AND FRIO COUNTY, TEXAS.

SIGNATURE: _____ DATE: _____