

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 # _____

RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. READ IT CAREFULLY BEFORE SIGNING. BY SIGNING, YOU ARE GIVING UP YOUR RIGHT TO SUE FOR NEGLIGENCE AND OTHER CLAIMS.

This Release of Liability, Assumption of Risk, and Indemnity Agreement (the "Agreement") is entered into as of the date of the last signature below (the "Effective Date"), by and between the undersigned participant ("Participant") and Hindes Ranch / S&H Outdoors, Legacy Land Adventures LLC, Legacy Land Outdoor Operations LLC, and the Hindes Ranch Owners, including the Kristi Hindes Schulte GST Exempt Trust, the CDS Trust, the CWS Trust, the Caden Walker Schulte Trust, and the Charles Dillon Schulte Trust, and all of its and their respective agents, employees, officers, members, heirs, landowners, successors, and assigns (collectively, "Released Parties").

1. Nature of the Premises and Activities. Participant acknowledges that the premises owned or leased by the Released Parties (the "Premises") are located in a remote area of Texas where medical treatment and facilities are not readily accessible. In the event of injury or illness, Participant understands that Participant may be required to transport themselves or arrange transportation to the nearest physician, hospital, or clinic, and that the Released Parties have no obligation to provide medication or transportation for medication.

2. Acknowledgment of Risks. Participant acknowledges and understands that no warranty, express or implied, is made by the Released Parties as to the products or services offered, the condition of any roads, buildings, gates, or other improvements on the Premises, or the Premises itself. Participant acknowledges that dangerous conditions exist on the Premises and that numerous risks and hazards are involved in hunting, agritourism, and outdoor recreation, including but not limited to: poisonous snakes, insects, and spiders; blinds and tree stands; eroding and hazardous conditions of the land both on and off roadways and senderos; 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 the use of vehicles, golf carts, and ATVs for purposes for which they are or are not intended. Participant voluntarily chooses to enter the Premises and participate in these activities with full knowledge of these risks.

3. Assumption of Risk. Participant assumes all risks of being on the Premises and participating in the activities described above, including the risk of injury, death, property damage, and other loss, whether caused in whole or in part by the negligence of the Released Parties or otherwise.

4. Release and Waiver. In consideration of the right to enter the Premises, Participant, for Participant and Participant's heirs, representatives, successors, and assigns, hereby releases, waives, discharges, and covenants not to sue the Released Parties from and against any and all claims, demands, causes of action, and damages, including attorney's fees, arising out of or relating to Participant's use of the Premises, including all improvements, roads leading to the Premises, and any vehicles used in connection with the Premises, to the maximum extent permitted by Texas law. This release includes claims based on the negligence of the Released Parties, whether active or passive, sole or concurrent. This release does not apply to claims arising from gross negligence or willful or wanton misconduct, to the extent such claims cannot be released under Texas law.

5. Indemnification. Participant agrees to indemnify, defend, and hold harmless the Released Parties from and against any and all claims, demands, causes of action, damages, and attorney's fees arising from Participant's use of the Premises or the acts or omissions of any minor accompanying Participant, to the maximum extent permitted by Texas law.

6. Agritourism Warning. Participant understands and acknowledges that, pursuant to Chapter 75A of the Texas Civil Practice and Remedies Code, an agritourism entity is not liable for injury to or death of an agritourism participant resulting from agritourism activities. Participant has accepted all risk of injury, death, property damage, and other loss that may result from agritourism activities.

7. Minors. If a minor accompanies Participant, Participant represents that Participant is the parent or legal guardian of such minor and has authority to act on the minor's behalf. Participant acknowledges that, under Texas law, a parent or guardian may not release a minor's own personal injury claims. This Agreement binds Participant with respect to claims brought on the minor's behalf, but does not waive the minor's independent claims.

8. Photographs and Video. Participant grants the Released Parties the right to use photographs and video taken while on the Premises for promotional purposes, without compensation. Participant may opt out of this provision by initialing here: _____

9. Severability. If any provision of this Agreement is found unenforceable, it shall be severed, and the remaining provisions shall be enforced to the maximum extent permitted by law.

10. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas, without regard to conflicts of law principles. Venue for any proceeding shall lie exclusively in Atascosa County, Texas.

11. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements. It shall remain in effect for all future visits unless a new agreement is executed.

PARTICIPANT ACKNOWLEDGMENT: I have read this Agreement in its entirety, understand its terms, and sign it voluntarily.

Print Name: _____

Emergency Contact: _____ Phone: _____

SIGNATURE: _____ DATE: _____