

PARENT/GUARDIAN RELEASE AND INDEMNITY AGREEMENT

STATE OF TEXAS §

COUNTY OF Frio §

The below-signed person, a parent/natural guardian (“Guardian”) of the minor hunter (“Minor”) named below, acknowledges and agrees as follows:

1. Guardian desires that Minor be present upon and/or hunt and/or engage in other outdoor activities on properties owned, leased or managed by LONE STAR HANDLING, INC. (“Owner”), in Frio County, Texas (the “Property”).

2. In partial consideration of Minor being permitted to be present upon and/or hunt and/or engage in other outdoor activities on the Property, Guardian hereby represents, warrants and acknowledges for himself/herself and Minor, and each of their respective heirs, successors, executors, administrators, and assigns as follows:

A. Minor is experienced in hunting-related and outdoor activities and has no handicaps or other limitations which would impair his/her ability to participate in hunting and/or other outdoor activities on the Property or any other property or which could endanger or danger, directly or indirectly, Minor or any other individual present upon the Property or any other property.

B. Minor has a current, valid Texas hunting license, will obey all applicable state and federal laws and regulations, has successfully completed a Hunter’s Safety Course certificate and has exhibited to Owner a Hunter’s Safety Course certificate. Minor has reviewed the State of Texas Firearm Safety recommendations found at <https://tpwd.texas.gov/education/hunter-education/onlinecourse/hunting-safety/firearm-safety>.

C. GUARDIAN AND MINOR ARE EACH AWARE THAT HUNTING AND/OR SHOOTING AND/OR OUTDOOR ACTIVITIES INVOLVING FIREARMS AND/OR OTHER EQUIPMENT ARE INHERENTLY DANGEROUS ACTIVITIES AND MINOR, WITH THE CONSENT AND PERMISSION OF GUARDIAN, IS VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH THE KNOWLEDGE OF THE DANGER INVOLVED AND BOTH GUARDIAN AND MINOR HEREBY AGREE TO ASSUME ANY AND ALL RISKS OF INJURY OR DEATH ARISING OUT OF ANY SUCH ACTIVITY.

D. Guardian and Minor understand that Owner has not and will not make any representation or warranty concerning the Property or any other property, and both Guardian and Minor are aware that Minor may encounter unknown and unforeseen dangers during the use of the Property or any other property for hunting and/or outdoor purposes. Further, both Guardian and Minor have had ample opportunity to ask questions concerning the Property or any other property and this agreement and those questions have been asked and answered to both Guardian and Minor’s satisfaction.

E. GUARDIAN, FOR HIMSELF/HERSELF AND MINOR AND EACH OF THEIR RESPECTIVE HEIRS, SUCCESSORS, EXECUTORS, ADMINISTRATORS, AND

Guardian’s Initials _____

ASSIGNS, DOES HEREBY FOREVER RELEASE, INDEMNIFY AND HOLD HARMLESS OWNER AND EACH OF OWNER'S PAST, PRESENT AND FUTURE OFFICERS, DIRECTORS, ATTORNEYS, INSURERS, AGENTS, SERVANTS, REPRESENTATIVES, EMPLOYEES, AFFILIATES, PARTNERS, PREDECESSORS AND SUCCESSORS IN INTEREST, AND ASSIGNS (COLLECTIVELY REFERRED TO HEREIN AS THE "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL PAST, PRESENT AND FUTURE CLAIMS ARISING OUT OF OR ACCRUING TO ANY PERSON OR ENTITY FOR OR IN ANY WAY RELATED TO THE USE OF THE PROPERTY OR ANY ACTIVITY RELATED TO THE PROPERTY BY GUARDIAN OR MINOR, INCLUDING ACTUAL OR PUNITIVE DAMAGES FOR PROPERTY DAMAGE, PERSONAL INJURY, DISMEMBERMENT OR DEATH, PAST, PRESENT AND FUTURE, KNOWN AND TO BECOME KNOWN, ACCRUED AND TO ACCRUE, AND INCLUDING ANY CLAIMS OF THE INDEMNIFIED PARTIES' NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY OR WILLFUL CONDUCT.

F. This agreement shall be binding upon, and shall inure to the benefit of all parties hereto as well as their respective heirs, successors, executors, administrators, and assigns.

G. This agreement will be governed by and construed under the laws of the State of Texas, without regard to the conflicts of laws provisions thereof. In any action for injunctive relief or legal remedy relating to this agreement, Guardian (i) consents to the exercise of jurisdiction over Guardian and/or Minor by any state or federal court with jurisdiction in Edwards County, Texas, and (ii) agrees that, if Guardian or Minor brings the action, the action must be instituted and maintained in a state or federal court with jurisdiction in Edwards County, Texas.

H. In the event that any legal action, including request for injunctive relief, is required of Owner in order to enforce or interpret any of the provisions of this agreement or to prevent the breach or threatened breach of this agreement, Owner, if the prevailing party in such action, will recover all reasonable costs and expenses, including attorney's fees, incurred in connection therewith.

Voluntarily executed this _____ day of _____, A.D. 20__.

Signature of Guardian

Guardian's Address & Telephone No.

Printed Name of Guardian

Guardian's Driver License No. & State

Name of Minor

Minor's Date of Birth

Date Minor's Hunter Safety Course Completed

Minor's Texas Hunting License Number