

**RELEASE AND INDEMNITY AGREEMENT**

STATE OF TEXAS                    §

COUNTY OF FRIO §

The below-signed person (hereinafter called the “Participant”) acknowledges and agrees as follows:

1. Participant desires to 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 Participant being permitted to present upon and/or hunt and/or engage in other outdoor activities on the Property, Participant hereby represents, warrants and acknowledges for himself/herself and each of his/her heirs, successors, executors, administrators, and assigns as follows:

A. Participant is an adult and is experienced in shooting, 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, Participant or any other individual present upon the Property or any other property.

B. Participant 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 or is exempt because of Participant’s age, and if not exempt has exhibited to Owner a Hunter’s Safety Course certificate. Participant has reviewed the State of Texas Firearm Safety recommendations found at <https://tpwd.texas.gov/education/hunter-education/online-course/hunting-safety/firearm-safety>.

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

D. Participant understands that Owner has not and will not make any representation or warranty concerning the Property or any other property, and Participant is aware that he/she may encounter unknown and unforeseen dangers during the use of the Property or any other property for hunting or other purposes. Further, Participant has 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 Participant’s satisfaction.

**E. PARTICIPANT, FOR HIMSELF/HERSELF AND EACH OF HIS/HER HEIRS,**

Participant’s Initials \_\_\_\_\_

**SUCCESSORS, EXECUTORS, ADMINISTRATORS, AND 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 BEING PRESENT UPON THE PROPERTY, THE USE OF THE PROPERTY, OR ANY ACTIVITY RELATED TO THE PROPERTY BY PARTICIPANT, 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, Participant (i) consents to the exercise of jurisdiction over Participant by any state or federal court with jurisdiction in Frio County, Texas, and (ii) agrees that, if Participant brings the action, the action must be instituted and maintained in a state or federal court with jurisdiction in Frio 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 Participant

\_\_\_\_\_  
Participant’s Hunting License Number

\_\_\_\_\_  
Printed Name of Participant

\_\_\_\_\_  
Participant’s Driver License No.& State

\_\_\_\_\_  
Participant’s Address

\_\_\_\_\_  
Participant’s Telephone No.

\_\_\_\_\_  
Date Participant Safety Course Completed

\_\_\_\_\_  
Participant’s Date of Birth