



RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS

Date: _____

Tenant: Hill Country Outdoor Network LLC, a Texas limited liability company

Hunter: _____

Address: _____

Telephone Number: _____

DL Number: _____

TPWD Licence Number: _____

1. **Assumption of Risks.** THE UNDERSIGNED ACKNOWLEDGES THAT (A) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR ON THE PREMISES DESCRIBED IN THE LEASE, INCLUDING STREAMS AND RIVERS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, AND/OR CAMOUFLAGED SUNKEN HUNTING BLINDS; AND (B) HUNTING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING THE USE OF FIREARMS AND OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS. THE UNDERSIGNED ASSUMES ALL SUCH DANGERS AND RISKS.

2. **Indemnity to Landlord.** THE UNDERSIGNED TENANT AND HUNTER WILL INDEMNIFY, DEFEND, AND HOLD LANDLORD AND ITS AGENTS, EMPLOYEES, INVITEES, LICENSEES, OR VISITORS (COLLECTIVELY, "LANDLORD") HARMLESS AGAINST ALL CLAIMS, DAMAGES, AND COSTS (COLLECTIVELY, "CLAIMS") INCURRED BY OR ALLEGED AGAINST LANDLORD AND ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF THE UNDERSIGNED OR ANY OF THE UNDERSIGNED'S AGENTS, EMPLOYEES, CONTRACTORS, LICENSEES, OR VISITORS (COLLECTIVELY, "HUNTER") WHILE AT THE PREMISES, INCLUDING ANY CLAIMS BASED ON ANY (a) INJURY TO OR DEATH OF ANY PERSON(S), (b) DAMAGE TO OR LOSS OF PROPERTY, OR (c) FAILURE OF HUNTER TO COMPLY WITH ANY APPLICABLE LAWS OR THE LEASE.

3. **Indemnity to Tennant.** THE UNDERSIGNED HUNTER WILL INDEMNIFY, DEFEND, AND HOLD TENANT AND ITS AGENTS, EMPLOYEES, INVITEES, LICENSEES, OR VISITORS (COLLECTIVELY, "TENANT") HARMLESS AGAINST ALL CLAIMS, DAMAGES, AND COSTS (COLLECTIVELY, "CLAIMS") INCURRED BY OR ALLEGED AGAINST TENANT AND ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF THE UNDERSIGNED OR ANY OF THE UNDERSIGNED'S AGENTS, EMPLOYEES, CONTRACTORS, LICENSEES, OR VISITORS (COLLECTIVELY, "HUNTER") WHILE AT THE PREMISES, INCLUDING ANY CLAIMS BASED ON ANY (a) INJURY TO OR DEATH OF ANY PERSON(S), (b) DAMAGE TO OR LOSS OF PROPERTY, OR (c) FAILURE OF HUNTER TO COMPLY WITH ANY APPLICABLE LAWS OR THE LEASE.

4. **Release to Landlord.** THE UNDERSIGNED TENANT AND HUNTER WAIVE ALL CLAIMS AGAINST LANDLORD AND RELEASES LANDLORD FROM ANY LIABILITY, BASED ON ANY (A) INJURY TO OR DEATH OF HUNTER OR (B) DAMAGE TO OR LOSS OF ANY PROPERTY BELONGING TO HUNTER.

5. **Release to Tennant.** THE UNDERSIGNED HUNTER WAIVES ALL CLAIMS AGAINST TENANT AND RELEASES TENANT FROM ANY LIABILITY, BASED ON ANY (A) INJURY TO OR DEATH OF HUNTER OR (B) DAMAGE TO OR LOSS OF ANY PROPERTY BELONGING TO HUNTER.

6. **Negligence of Landlord.** THE FOREGOING INDEMNITIES, WAIVERS, AND RELEASES WILL APPLY EVEN IF THE INCIDENT GIVING RISE TO THE CLAIM IS CAUSED IN WHOLE OR IN PART BY THE CONDITION OF THE PREMISES OR BY THE SOLE OR CONCURRENT ORDINARY NEGLIGENCE OF LANDLORD (BUT NOT THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD).

7. **Negligence of Tennant.** THE FOREGOING INDEMNITIES, WAIVERS, AND RELEASES WILL APPLY EVEN IF THE INCIDENT GIVING RISE TO THE CLAIM IS CAUSED IN WHOLE OR IN PART BY THE CONDITION OF THE PREMISES OR BY THE SOLE OR CONCURRENT ORDINARY NEGLIGENCE OF TENANT (BUT NOT THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF TENANT).

Standard Contract from Hill

1. THE HUNTER/ANGLER AGREES TO FOLLOW ALL STATE AND FEDERAL HUNTING AND OR FISHING LAWS, AND AN RULES PERTAINING THE THE PROPERTY OR AREA THEY HUNT OR FISH.
2. THE PROPERTY LOCATION WILL BE PROVIDED TO CLIENT VIA EMAIL AND WITH TIMES AND LOCATION ON WHERE TO MEET.
3. HUNTING RULES ON PROPERTY AND RULES FROM THE OUTFITTER AND OR GUIDE SHALL BE STRICTLY FOLLOWED, ANY DEVIATION CAN AND WILL RESULT IN FINANCIAL PENALTIES AND OR FULL LOSS AND COST OF ENTIRE HUNT OR FISHING TRIP, THAT THE CLIENT WILL BE RESPONSIBLE FOR.
4. TXHCON WILL BE ON SITE TO PROVIDE ANY ASSISTANCE AND OR HELP DURING ANY TYPE OF EMERGENCY, AND CLIENT WILL INDEMNIFY TXHCON LLC AND ITS AGENTS FOR ANY TYPE OF LEGAL RECOURSE.
5. PAYMENT METHODS: TXHCON LLC ONLY TAKES CASH, PERSONAL CHECK, CASHIERS CHECK AND CREDIT AND OR DEBIT CARD WITH 3.5% SERVICE FEE ADDED ON. VENMO CAN BE USED TO PAY ANY TYPE OF DEPOSIT. NSF FEES APPLY TO ALL CHECKS, A \$50 SERVICE CHARGE PER CHECK WILL BE ADDED AND ANY OTHER ASSOCIATED FEES CAUSED BY NSF TO TXHCON LLC BUSINESS ACCOUNT.
6. HUNTER/ANGLER AGREES TO PAY FULL COST OF HUNT AND ANY TYPE OF TROPHY FEES AND ASSOCIATED COST BEFORE HUNT IS OVER. THE HUNTER/ANGLER WILL BE HELD RESPONSIBLE FOR ANY LATE PAYMENTS AND ANY OTHER TYPES OF ASSOCIATED LATE FEE AT 1.5% MONTHLY OR 18% ANNUALLY PER TEXAS PENAL CODE AND LAW.
7. TROPHY FEE COSTS FOR THIS HUNT

AXIS BUCK UP TO 33" \$2250, OVER 33" TO 36" \$3,000 OVER 36" \$3500

BLACK BUCK: \$1750.00

AXIS DOES: \$400

HOGS AND PREDATORS: NO COST

8.HUNTING FEES AND MISC. COST

\$200 PER DAY HUNTING/TRIP AND GUIDE FEE

\$200 PER DAY FOR LODGING AND MEALS

\$100 CAPING, QUARTERING, SKINING PER ANIMAL AFTER FIRST TROPHY

GUIDES: TIPPING IS HIGHLY ENCOURAGED

9. DAMAGE CAUSED FROM HUNTER/ANGLER TO ANY PROPERTY OR GEAR MUST BE PAID IMMEDIATELY AND IS ACCESSED ON CASE BY CASE BASIS, THIS IS NOT LIMITED TO ANY SPECIFIC CATEGORY BUT CAN INCLUDE, UTV'S, OUTFITTER WEAPONS, STANDS, FEEDERS, PROPERTY ON LAND ETC.

ESTIMATED COSTS

DEPOSIT: -\$500 (ALREADY PAID 2/19/19 VIA VENMO)

TROPHY AXIS FEE: \$2250

LODGING AND MEALS X 2 DAYS \$400

HUNTING AND GUIDE FEE X 2 DAYS \$400

TOTAL: **\$3,050.00**

WE ARE SCHEDULED TO HAVE YOUR HUNT MAY 17-19 2019 IN ROCKSPRINGS TEXAS ON PRIVATE RANCH.

***** ANY OTHER ANIMALS TAKEN WILL ADDED TO FINAL INVOICE, TXHCON LLC WILL BILL ON SITE AND CAN BE PAID WITH ABOVE METHODS, *****

TENNANT:

Hill Country Outdoor Network, LLC

By: _____ **Michael S. Mansfield, Founder, CEO**

HUNTER – ADULT: Name: _____

Signature: _____

HUNTER – MINOR CHILD or INCAPACITATED ADULT:

Name of Child / Incapacitated adult: _____

Signature - Legal Parent/ Legal Guardian: _____