

HUNTING LEASE WAIVER

I, the undersigned, being an invited hunting guest on the premises referred to below, recognize the dangers inherent in pursuing hunting activities, including but not limited to, the handling of firearms, climbing into or out of hunting blinds, riding in hunting vehicles, and the presence of poisonous snakes and other potentially dangerous wildlife and domestic livestock on the various tracts of land, including but not limited to Heavy Horned Outfitters, Inc, situated in the state of Texas, deemed to be the “hunting premises,” said hunting premises being owned or leased by John P. Boerschig/John P. Boerschig Ranches, herein collectively referred to as John P. Boerschig/John P. Boerschig Ranches.

As a substantial part for the consideration given in exchange for permission to engage in hunting activities on the hunting premises, I understand and acknowledge that there are risks of serious injury and/or death inherent in undertaking such activities, and being in an isolated and rural setting for the purpose of doing so. Understanding that these risks are a part of the activity in which I desire to engage, and understanding that Heavy Horned Outfitters, Inc. would not grant me the authorization to hunt on said premises unless I (1) acknowledge these risks, (2) agreed to take all necessary precautions against them, and (3) agreed to be fully responsible for all consequences of engaging in such activities should injury or death nevertheless result, I hereby agree as follows:

(a) I SHALL BE LIABLE FOR ANY AN ALL LOSS, DAMAGE, AND/OR INJURY TO REAL OR PERSONAL PROPERTY of Heavy Horned Outfitter, Inc. and/or any of their respective related parties caused by acts or omissions by me or any other person who may be hunting with me or in the same hunting party with me, including, but without limitation, injury to or death of livestock, and damage or destruction of range, pasture or other vegetation, whether or not such acts or omissions are negligent, intentional or otherwise tortuous or in violation of any statute or law.

(b) I HEREBY RELEASE, DISCHARGE AND ACQUIT, Heavy Horned Outfitters, Inc. and/or any of their respective related parties or employees from any and all liability for injury to me (or my minor children that may accompany me to the ranch), including death, or for damage to any or my property resulting in any manner from (1) the use of or presence on the hunting premises by me (or any member of my hunting party or other hunting party), (2) any act or omission by me (or any member of my hunting party or other hunting party), and/or (3) any property condition.

(c) I AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS Heavy Horned Outfitters, Inc. and/or any of their respective related parties from and against any and all claims, suits, actions, losses, costs, liabilities, and damages (including, but not limited to, attorneys’ fees, costs of litigation, penalties, interest and amounts paid in settlement) for injury to any person, including death, or for damage to the property of any person resulting in any manner from (1) the use of or presence on the hunting premises by me (or any member of my hunting party or other hunting party), (2) any act or omission by me (or any member of my hunting party), and/or (3) any property condition.

(d) I UNDERSTAND AND ACKNOWLEDGE THAT THERE ARE INHERENTLY DANGEROUS CONDITIONS on rural, isolated acreage such as the hunting premises, including (but not limited to) the presence of dangerous animals (including, but not limited to, both domestic animals and wild game, some of which may be diseased), poisonous snakes, insects (*e.g.*, scorpions, spiders and ticks), naturally occurring anthrax, and the condition of the property, including, but not limited to, oil and/or gas wells, oil and/or gas pipelines, operations for development and/or production of oil and/or gas, unpaved roads and conditions which may be subject to change due to extreme weather conditions; and that due to the proximity of the hunting premises to the United States/Mexico border, there may be undocumented aliens and/or drug trafficking occurring on or near the hunting premises, over which Heavy Horned Outfitters, Inc. has no control.

As used herein, the term "related parties" means any sublessees, agents, property management companies, servants, employees, representatives, contractors, independent contractors, subcontractor, officers, directors, partners, guests or invitees of Heavy Horned Outfitters, Inc., and any other person entering upon the hunting premises on their behalf, and any agents, property management companies, servants, employees, representatives, contractors, independent contractors, subcontractors, officers, directors, partners, guests or invitees of any of them. The term "property condition" means any natural or artificial feature of or improvement to the hunting premises, or any condition existing on or affecting the hunting premises, or any condition existing on or affecting the hunting premises or any such feature or improvement.

I HAVE READ THE FOREGOING, AND I FULLY UNDERSTAND THE TERMS, CONDITIONS AND PROVISIONS THEREOF. I FURTHER UNDERSTAND THAT BUT FOR MY AGREEMENT TO WAIVE ALL CLAIMS, DEMANDS, CAUSES OF ACTION AND DAMAGES, INCLUDING (BUT NOT LIMITED TO) ATTORNEYS' FEES, COURT COSTS, OR OTHER FEES OR EXPENSES RELATING TO ANY EVENT, ACCIDENT, INCIDENT, OCCURRENCE OR TRANSACTION OCCURRING ON THE HUNTING PREMISES, I WOULD NOT BE PERMITTED TO ENTER THEREON. ACCORDINGLY, I HEREBY CONFIRM IN MY OWN WRITING THAT I HAVE READ AND UNDERSTAND THE ABOVE WAIVER AND AGREE TO ALL TERMS THEROF. IN EXECUTING THIS HUNTING LEASE WAIVER, I AGREE AND ACKNOWLEDGE THAT THE SAME SHALL BE BINDING UPON ME AND UPON MY SURVIVORS, HEIRS, EXECUTORS AND LEGAL REPRESENTATIVES OF MY ESTATE.

NOTE: IN THE EVENT THE PERSON FOR WHOM THIS WAIVER IS EXECUTED IS A MINOR, THEN ALL PERSONS LEGALLY RESPONSIBLE FOR SUCH MINOR (PARENTS, GUARDIAN, ETC.) MUST EXECUTE THIS INSTRUMENT. NO MINOR SHALL BE PERMITTED ON THE HUNTING PREMISES UNTIL SUCH WAIVER IS EXECUTED AND DELIVERED TO HEAVY HORNED OUTFITTERS, INC.

EXECUTED this ____ day of _____, 20__.

Signature

Printed Name

Address, City, State, ZIP

Telephone Number

Email

(Form Printed 03/12)