

## **RELEASE OF LIABILITY AGREEMENT AND WARNING**

In consideration of the right to enter upon the Leased Premises and to engage in the activity of hunting and any other recreational and Agritourism Activities thereon, I hereby sign this Release of Liability, releasing Oak Springs Family Ranch, LLC ("Owner"), along with their respective owners, partners, members, managers, lessors, agents, employees, contractors, licensees, lessees, permittees, invitees, heirs, successors, and assigns. The release contained herein shall apply at all times while I, or my guests and invitees, are on the Leased Premises, and whether or not actually engaged in the activity of hunting or any other recreational and Agritourism Activities.

### **Warning of the Dangerous Conditions on Leased Premises**

The dangerous conditions listed below serve to warn me and make me aware, appreciate and understand that dangerous conditions, risks and hazards exist, both obvious and latent, both natural and man-made, that can cause serious bodily injury or death and damage or destruction of myself and my personal property. My presence and activities on the leased premises expose both me and my personal property these dangerous conditions, risks, and hazards, both obvious and latent and both natural and man-made, include but not limited to poisonous snakes, insects and spiders; elevated blinds and tree stands, whether or not erected by Lessor: eroded areas, holes, uncovered wells, steep inclines, sharp and jagged rocks located both on and off roadways and trails that create rough, hazardous and dangerous driving and walking conditions; animals both wild and domestic that may be diseased and/or possessed with propensities to injure or kill; rushing and still water with perils lurking above and beneath the surfaces; trees and tree limbs, both dead and alive, that may fall unexpectedly without warning; persons with firearms and other lethal weapons both on or off the Leased Premises; the presence of bare electrical wires to restrain livestock; and the use of vehicles, boats, horses and ATVs both on and off roadways, waterways, ponds and lakes.

Under Texas Law (Chapter 87, Civil Practice and Remedies Code), a farm animal professional or farm owner or lessor is not liable for an injury to or the death of a participant in farm animal activities, including but not limited to an employee, independent contractor, or lessee resulting from the inherent risks of farm animal activities.

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GUEST INITIALS

### **Waiver and Release of Claims**

As an Agritourism Guest, I understand and acknowledge that an Agritourism Entity, such as Oak Springs Family Ranch, LLC, is not liable for any injury to or death of an Agritourism Guest like myself or minors under my care resulting from the Agritourism Activities, including the ones listed in Section 75:001(3) of the Texas Civil Practices and Remedies Code. I understand that I accept all Risk or injury, death property damage and other loss that may result from the Agritourism Activities on the premises.

In consideration for the right to enter the Leased Premises, I hereby release, requit and discharge and agree to protect, indemnify and hold harmless the Lesser and Owners together with their respective owners, partners, members, managers, lessors, agents, employees, contractors, licensees, lessees, permittees, invitees, heirs, successors, and assigns (the "Released Parties") from and against any and all claims, demands, actions, causes of action and damages (whether actual, consequential or punitive in

nature), including attorneys' fees and costs of court, resulting from any accident, incident or occurrence arising out of, incidental to or in any way resulting from the use of the Leased Premises, exposure to the conditions of the Leased Premises, any and all improvements on the Leased Premises, and/or the activity of hunting or any other Agritourism Activities and/or recreational activity, whether or not caused or contributed to by the Lessor's and/or the Owner's negligence or gross negligence, and whether injuring to my benefit or the benefit of my guests and invitees, including any minors under my care, control and/or custody (the "released Claims").

I hereby further covenant and agree that neither I, my heirs, legal representatives, successors, and assigns, nor my guests and invitees, will make any claim or institute any suite or action at law or in equity against the Released Parties with respect to any of the Released Claims.

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GUEST INITIALS

**Parental, Guardian, and Supervisory Responsibility for Minors and Indemnification for Injuries or Deaths:**

I understand, pursuant to Section 75A of the Texas Civil Practice and Remedies Code, that this agreement and warning includes and binds myself and any of my minor children who enter with me on the premises.

I am fully aware of and assume the risks (including but not limited to the risk of serious bodily injury, property loss, or damage) of (1) Said minor child's participation in hunting and other Agritourism Activities on the Leased Premises, and (2) His or her use of firearms, knives, and other dangerous items and tools. I recognize my responsibility to ensure that said minor child only participated in those activities for which he/she has the required skills, qualifications, training, and physical conditioning. I agree to keep close supervision of the minors in my watch and care at all times. Further agree to indemnify the Lessor and Owner for all claims stemming from the injury and/or death of a minor in my watch and care, and I understand that Owner and Lessor shall have no responsibility to pay for medical treatment and related costs if said minor child is injured.

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(Name or names of minors for whom this Agreement and Warning is binding who are the children of the Agritourist Guests or minors for whom they are the Conservator or Guardian.)

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(Signature of Agritourist Guest and/or Parent, Conservator or Guardian)

**Venue**

Exclusive venue and jurisdiction for any legal action involving this Release hereby set in the state district court of San Angelo, Tom Green County, Texas, so far as the law allows and without regard to conflicts of law.

**Severability Clause**

If any term, provision, covenant, release, assumption, or condition of these Release is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**List of Recent Accidents and Incidents Occurring on the Premises**

According to Texas case law, Lessor needs to warn hunters and guests of accidents and incidents occurring on the Premises that may influence their decision to enter. The following is a list of all accidents and incidences that involved injury or death to a hunter or guest or to the damage or destruction of his or her personal property. The list covers all accidents and incidences occurring during the past two years.

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I ACKNOWLEDGE THAT I HAVE READ THIS DOCUMENT AND UNDERSTAND THE TERMS AND PROVISION HEREOF, AND THE Lessor recommended to me, prior to my execution hereof, that I consult with an attorney of my choosing to advise me with respect to the subject matter hereof.

Date and signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**SIGNATURE:**

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Printed Name:

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Address:

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Email:

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Phone Number:

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