

**RELEASE OF LIABILITY
AND
ACKNOWLEDGMENT AND ACCEPTANCE
OF DANGERS, RISKS AND HAZARDS
UNDER HUNTING RIGHTS AGREEMENT**

1. **ACKNOWLEDGMENT OF THE RULES AND REQUIREMENTS FOR HUNTING ON THE LAND.** I, the undersigned hunter (“I”, “me”, “my” and “mine”) expect to be a hunting guest of _____ (“Hunting Guide”) on the land (“Land”) owned by the Landowner (defined below). The term “Land” is the property described on Exhibit “A” which is attached hereto and incorporated herein for all purposes. I hereby acknowledge and agree with Landowner that:

(1) the permission granted by Landowner for me to enter on and hunt _____ (“Permitted Game”) on the Land are controlled and limited by the terms and provisions of the Hunting Rights Agreement (“Agreement”) regarding the hunting of the Permitted Game on the Land by and between _____ (“Hunting Guide”) and Rockin G Ranch, LLC, a Texas limited liability company (“Landowner”), dated _____, 20__;

(2) I have seen a drawing or map of the Land, understand the location and boundaries of the Land and agree that no license or hunting rights have been granted by Landowner on any tract of land other than the Land;

(3) I acknowledge receipt of a copy of, have read and agree to comply with and be bound by Landlord’s Rules and Regulations, a copy of which is attached hereto as Exhibit “B” and incorporated herein for all purposes (“Rules”);

(4) while I am permitted to be on the Land, I will only be able to hunt, shoot, harvest and take Permitted Game on Land, but not any other birds, wildlife, game or waterfowl;

(5) my rights to be on and hunt on the Land terminate on _____, 20__, when the Agreement terminates; and

(6) the permission granted by Landowner for me to be on and hunt on the Land is subject to and under the terms and provisions of the Agreement and may be terminated early by Landowner subject to and in accordance with the Agreement and the Rules.

2. **ACKNOWLEDGMENT AND ACCEPTANCE OF THE RISKS.** I further acknowledge and understand, and this document serves to warn me, that dangerous conditions, risks and hazards do exist. My presence and activities on the Land expose both me and my property to dangerous conditions, risks and hazards, including but not limited to: poisonous snakes, insects and spiders; blinds and tree stands, whether or not erected by Landlord; erosion and general condition and topography of the Land, both on and off roadways or senderos, creating rough, hazardous and dangerous driving and walking conditions; animals both wild and domestic that maybe diseased and/or potentially dangerous; deep water; other persons with firearms both on or off the Land; and the use of vehicles. I hereby state that I am aware of these facts and expressly assume all such dangers, risks and hazards.

3. **ACCEPTANCE OF THE CONDITION OF THE LAND, AND LANDOWNER DISCLAIMERS OF WARRANTIES.** I acknowledge and agree that Landowner has: (1) made no warranty, either express or implied, as to the condition of the Land, or of any roads, buildings,

gates or other improvements located thereon disclaimed and does hereby disclaim any and all warranties and representations, express or implied, with respect to the Land and/or the improvements located thereon, INCLUDING BUT NOT LIMITED TO THOSE OF FITNESS FOR A PARTICULAR PURPOSE. Landowner has not conducted and shall not be hereunder required to conduct or cause to be conducted any inspection of the Land or improvements thereon for any patent or latent defects or conditions in, on or under the Land or any improvements thereon. neither landowner nor landowner's members, manager, heirs, agents, employees and assigns (including without limitation Kristian E. Grimland, Jr. and Kristian E. Grimland, Sr.) (collectively, such persons and landowner are referred to herein as the "Landlord Parties") shall be liable or responsible, WHETHER OR NOT SUCH DEFECTS OR CONDITIONS ARISE FROM THE NEGLIGENT ACT OR OMISSION OF THE LANDLORD PARTIES, for any injuries, deaths, or property damage sustained by me, except for such injury, death, or property damage which is caused directly and wholly by Landowner's gross negligence and/or willful or intentional misconduct of any one or more of the Landlord Parties.

4. RELEASE AND INDEMNIFICATION. In consideration for the right to enter the Land, I HEREBY RELEASE AND AGREE TO PROTECT, INDEMNIFY AND HOLD HARMLESS the Landlord and its respective members, manager, heirs, agents, employees and assigns (including without limitation Kristian E. Grimland, Jr. and Kristian E. Grimland, Sr.) from and against any and all costs, expenses, claims, demands, causes of action and damages (including without limitation, punitive, special, multiple, statutory and exemplary damages and attorneys' fees and litigation expenses), personal injury and wrongful death caused, in whole or in part, to me by or arising out of any one or more of the following, EVEN IF CAUSED IN WHOLE OR IN PART BY THE NEGLIGENT ACT OR OMISSION OF LANDOWNER OR ANY OF THE OTHER RELEASED PERSONS, but not to the extent caused in whole by the gross negligence and/or willful or intentional misconduct of any one or more of the Released Persons: (i) any event, accident, incident or occurrence incidental to or in any way resulting from the use of and/or hunting on the Land and any improvements located thereon by me, Hunting Guide or any other Hunting Guests, (ii) acts or omissions of any one or more of Landlord and/or the Released Persons, and/or (iii) the hunt, my presence on the Land, or my participation in the hunt on the Land. This release applies during all of the time that I am on the Land.

5. COMPLIANCE WITH LAWS. I agree to comply with all laws and regulations of the United States and of the State of Texas and local governments having jurisdiction over the Land with respect to the hunting I and any minor I may bring onto the Land engage in on the Land or which are otherwise applicable to the taking of the Permitted Game or my use of the Land.

6. This Release Of Liability And Acknowledgment And Acceptance Of Dangers, Risks And Hazards Under Hunting Rights Agreement ("Agreement") is executed in and shall be construed under the laws of the State of Texas and venue for any legal proceeding arising out of or resulting from this Agreement or the entry on the Land by Hunting Guide and/or any Hunting Guests shall be commenced in a court of competent jurisdiction in the county where the affected portion of the Land is situated.

7. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement,

or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law notwithstanding the invalidity of any other term or provision hereof.

8. I agree that in the event of litigation over the enforcement or interpretation of this Agreement or any provisions contained herein, the party prevailing in such action shall be entitled to recover, in addition to all other remedies or damages, reasonable attorneys' fees and court costs incurred by such prevailing party in such suit. I agree that "prevailing party" means the party who successfully prosecutes the action or successfully defends against it, prevailing on the main issue, even though not necessarily receiving an award of damages or other form of recovery.

9. As used in this Agreement, the terms I, me and myself include minors in my care while on the Land.

Executed this ___ of _____, 20__

Printed Name: _____

Driver's license no. and state: _____

Address: _____

I have read the release of liability and agree to the conditions

EXHIBIT "A"

TRACT ONE: All of the North one-half (N/2) of the East one-half (E/2) of Survey No. 1, Block S-5, EL&RR Ry. Co. Survey, Hall and Motley Counties, Texas, being the same property described in a warranty deed recorded in Vol. 49, page 277, Deed Records of Hall County, Texas, containing 80 acres of land, more or less.

TRACT TWO: All of the Southeast one-fourth (SE/4) of Survey No. 1, Block S-5, EL&RR Ry. Co. Survey, Motley County, Texas, containing 80 acres of land, more or less.

TRACT THREE: 33 acres, more or less, a part of Survey 206, Block S-5, D&P Ry. Co. Survey, Motley County, Texas, and described as BEGINNING at the Southeast corner of Section No. 1, Block S-5, EL&RR Ry. Co. Survey; THENCE South approximately 284 varas to the NE corner of the W.B. Mullin tract in Section No. 206, Block S-5, D&P Ry. Co. Survey; THENCE West approximately 672 varas to a point in the North line of said W.B. Mullin tract in said Section No. 206, Block S-5, D&P Ry. Co. Survey; THENCE North approximately 284 varas to the SW corner of the SE/4 of said Section No. 1, Block S-5, EL&RR Ry. Co. Survey; THENCE East approximately 672 varas to SE corner of Section No. 1, Block S-5, EL&RR Ry. Co. Survey, to the place of BEGINNING, containing 33 acres of land, more or less.

(Said Tract Two and Tract Three above described being the same land conveyed to Theodore Geisler by Lafayette M. Hughes, as executor of the estate of Annie Clifton Hughes, deceased, recorded in Vol. 30, page 445, Deed Records of Motley County, Texas.)

TRACT FOUR: All of Section 4, Block S-5, EL&RR Ry. Co. Survey, Motley County, Texas, containing 320 acres of land, more or less, and being conveyed to Theodore Geisler in two deeds: (1) One deed from Annie Clifton Hughes and Lafayette M. Hughes, dated June 1, 1925, recorded in Vol. 17, page 257, Motley County, Texas, conveying the North half of said section; and (2) one deed from Lee Rachael and Ruby Rachael, recorded in Vol. 23, page 355, Deed Records of Motley County, Texas, recorded in Vol. 17, page 258, Deed Records of Motley County, Texas.

TRACT FIVE: All of the South 215 acres, more or less, of Survey No. 107, Block S-5, D&P Ry. Co. Survey, Hall and Motley Counties, Texas, being the same land conveyed to Theodore Geisler by William E. Hughes in deed dated December 15, 1918, recorded in Vol. 33, page 459, Official Public Records of Hall County, Texas.

EXHIBIT "C"
LANDOWNER'S RULES AND REGULATIONS

These Rules and Regulations ("Rules") are applicable to any hunting on the Land. Hunting Guide and all Hunting Guests authorized to hunt upon the Land are collectively referred to as "hunters."

1. It will be the responsibility of the Hunting Guide to: (i) furnish each hunter with a copy of these general conditions of the License granted to Hunting Guide, (ii) confirm that each hunter has a valid hunting license in his/her possession for hunting the Permitted Game on the Land in accordance with applicable Texas law, and (iii) confirm that each hunter born after September 2, 1971 has completed or is exempt from the Texas requirements for Texas Hunting Education Training pursuant to Texas Parks and Wildlife Code Section 62.014 and associated Texas Park and Wildlife Department requirements ("Education Hunting Rules").

2. Hunting Guide understands and agrees that the Land may not be used by Hunting Guide or hunters for agricultural or grazing purposes and, consequently, has been taken subject to the exclusive rights of Landowner to engage in any and all such activities.

3. Landowner acknowledges that Landowner owns the Land and improvements thereon, primarily for agricultural purposes and the growing of timber. No hunter shall in any manner interfere with or obstruct Landowner's farming, forestry, or livestock operations or damage any of the Land or improvements thereon.

4. None of the following is permitted on the Land (collectively, "Prohibited Behavior"): drunkenness, carelessness with firearms, trespassing on property of adjoining landowners, acts which could reasonably be expected to strain relationships with adjoining landowners, or any other activities which to the ordinary person would be considered objectionable, offensive, or to cause embarrassment to Landowner or be detrimental to Landowner's interest. In the event that Landowner or any of its on-site employees or representatives determines in his/her sole discretion that Hunting Guide or any Hunting Guests have engaged in Prohibited Behavior, the Landowner reserves and shall have the right, but shall have not any duty or obligation, with respect to such person or persons who, as determined by Landowner or any of its on-site employees or representatives, have been engaging or actively participating in such Prohibited Behavior: terminate the Hunting Rights, expel from and deny access to the Land, and revoke access (for any person or persons already on the Land). Failure of Landowner to expel, revoke access or deny access to the Land to any person or persons after being notified to do so by Landowner may result in the immediate termination of this Agreement at discretion of Landowner.

5. No hunter shall be allowed to:

- (a) shoot a firearm from a vehicle;
- (b) permanently affix a hunting stand or blind in trees;
- (c) use a firearm while under the influence of alcohol or any drug.
- (d) abuse or fail to take reasonable care of existing roads by use of vehicles during wet or damp conditions.
- (e) fire rifles or other firearms in the direction of any house, barn, other improvements or across any haul road located on the Land;

- (f) build or allow fires on the Land, except in those areas specifically designated by Landowner in writing, if any, and, in event, any person building or allowing any fire on the Land shall be fully liable for all damages caused by such fires;
- (g) leave open a gate found closed or close a gate found open;
- (h) possess, use or permit the use of illegal drugs or illegal controlled substances on the Land;
- (i) load firearms in or have loaded firearms inside the cabin on the Land, in any camping area or inside any other buildings on the Land;
- (j) discharge any weapon at anything located on property other than on the Land; or
- (k) hunt or discharge firearms while traveling to or from the Land or on any real property other than the Land;
- (l) shoot at or kill any livestock or unauthorized wildlife or birds; or
- (l) engage in any fighting, threatening or activity which is unsafe to persons or property.

6. Hunters shall at all times maintain a high standard of conduct and firearm safety acceptable to Landlord.

7. None of Hunting Guide and Hunters shall:

- (a) Use the Land for any purpose other than expressly allowed by the Agreement.
- (b) Create or allow a nuisance or permit any waste or injury to the Land or the crops or livestock thereon.
- (c) Change Landlord's lock system.
- (d) Litter or leave trash, debris, or shell casings on the Land.
- (e) Allow anyone other than those persons other than Hunting Guests to hunt or use the Land.
- (f) Construct any blind or stand on the Land without Landlord's prior written consent.

8. All hunters shall at all times be in compliance with the hunter education requirements and hunter accompaniment requirements of the Education Hunting Rules.

9. Hunters are prohibited from consuming alcohol during the course of any actual hunting activities, which include without limitation the preparation of firearms or archery equipment for hunting, participation in any game hunting activity, sitting in hunting stands or blinds, and/or any other time while in the presence of loaded firearms or armed archery equipment.

10. In the event that any hunter violates any of these Rules, Landowner and Hunting Guide will each have the right to terminate or cancel such hunter's right and privilege to be on the Land, effective immediately upon verbal or written notice by Landowner or Hunting Guide to such person, in which event the affected hunter will vacate the Land and not be entitled to receive any refund or repayment of any portion of any deposit, fee or other consideration paid by the terminated hunter to Landowner, Hunting Guide or any other person or entity in connection with the hunt.