

LONG STRAW RANCH

RELEASE OF LIABILITY AND WAIVER

Release of Liability and Acknowledgment and Acceptance of Dangers, Risks and Hazards of Hunting Lease

By signing this agreement, I hereby acknowledge that I have knowingly and willingly entered a Hunting Lease Agreement, or become a party bound by the terms and conditions of a Hunting Lease Agreement by and between _____, et al. (hunter, hereinafter the Lessee, whether one or more) and *Mike Higgins, Bentley Farms, Long Straw Ranch, et al.* (landowner/lease manager, hereinafter the Lessor, whether one or more) dated _____, 20____.

I further acknowledge and understand that no warranty, either express or implied, is made by the Lessor as to the condition of the hunting lease (hereinafter the leased premises) located in Montague County, Texas, or of any roads, buildings, gates or other improvements located thereon. This document serves to warn me that dangerous conditions, risks and hazards do exist. My presence and activities on the leased premises 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 Lessor; erosion and general condition 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 may be diseased and/or potentially dangerous; deep water; persons with firearms both on or off the leased premises; and the use of vehicles. I hereby state that I expressly assume all such dangers, risks and hazards.

In consideration for the right to enter the leased premises, I hereby release and agree to protect, indemnify and hold harmless the Lessor and his or her respective heirs, agents, employees and assigns from and against any and all claims, demands, causes of action and damages, including attorneys' fees, resulting from any accident, incident or occurrence arising out of, incidental to or in any way resulting from the use of the leased premises and all improvements thereon, whether or not caused by the Lessor's negligence or gross negligence. This release applies during the time that I am permitted on the leased premises. I hereby further covenant and agree that I, my heirs, successors and assigns will not make any claim or institute any suit or

action at law or in equity against the Lessor or his or her respective heirs, agents, representatives, employees, successors or assigns by reason of conditions of the leased premises or activities occurring thereon.

I hereby further understand and agree to abide by all the rules, provisions and terms of this Hunting Lease Agreement as set forth by the Lessor, if any (see attached). It is understood that the Lessee will be in breach of this agreement in the event that the Lessee fails to follow those rules and terms as set forth in the attachment. I further agree to abide by all state game laws as set forth by the Texas Parks & Wildlife Department. In addition to state game laws, Lessee agrees to abide by all local, state, and federal laws while on the leased premises. As the Lessee, I understand that failing to do so may void this agreement, and the agreement may then be cancelled at the sole discretion of the Lessor. In that unlikely event, I further agree to forfeit any and all present and future claims to the leased premises in regards to the remaining term of the original agreement.

As used in this release, the terms I, my person and myself include minors in my care while on the leased premises.

Date and signed this _____ day of _____, 20____.

(Lessee's Signature)

(Lessee's Printed Name)

(Lessee's Address)