

**RELEASE OF LIABILITY,
CONSENT FOR EXPOSURE TO
DANGEROUS AND HAZARDOUS CONDITIONS,
AND ASSUMPTION OF THE RISK**

I (we) hereby acknowledge that I (we) have knowingly and willingly entered a Lease Agreement, or become a party bound by the terms and conditions of a Lease Agreement by and between **Escondido Ranch which is owned by Escondido Ranch Family Partnership, LTD.**

(hereinafter referred to as the **Lessor**, whether one or more), and (**Name[s] of Lessee[s]**) bound by the Lease Agreement)_____

_____ Dated _____, 20_____.

I (we) acknowledge this agreement is binding whether the activities covered by this agreement are taking place on Escondido Ranch or properties leased to Escondido Ranch.

I (we) understand the terms, provisions and conditions of the Lease Agreement. I (we) and agree to abide by its terms and conditions and also by the terms and conditions of this Release, Consent and Assumption-of-the-Risk Agreement.

I (we) acknowledge and understand the Lessor makes no warranties, either express or implied, as to the conditions and/or safety of the hunting lease and the improvements located thereon (hereinafter collectively referred to as the leased premises) located in Kimble County, Texas.

Warning of the Dangerous Conditions on the Leased Premises

The dangerous conditions listed below serve to warn me (us) and make me (us) 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 my (our) personal property. My (our) presence and activities on the leased premises expose both me (us) and my (our) person property to these dangerous conditions, risks, and hazards, both obvious and latent, both natural and man-made, including, but not limited to, poisonous snakes, insects and spiders; elevated blinds and tree stand 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 maybe diseased and/or possessed with propensities to injure or kill; rushing and still water with perils lurking above and beneath the surface; person with firearms and other lethal weapons both on and off the leased premises; the presence of bare electrical wires to restrain livestock; and the use of vehicles, boats, and ATVs both on and off roadways, waterways, ponds and lakes.

Waiver and Release of Claims

In consideration for the right to enter the leased premises I (we) hereby waive and release all claims and agree to indemnify, defend and hold harmless the Lessor named above, his or her (or the) respective owners, heir, agents, employees, and assigns from and against any and all claims, demands, causes of action and damages, including, but not limited to, court costs, judgements and attorneys' fees resulting from any accident, incident or occurrence arising out of, incidental to or in any way resulting from the use of or my (our) exposure to the conditions of the leased premises or the Lessor's active or passive negligent conduct thereon. These include, among other things, injury or death to the undersigned and damage or destruction of the undersigned's personal property.

Also, I (we) hereby further covenant and agree that I (we), my (our) heirs, successors and assigns will not make any claim or institute any suit or action at law or in equity against the Lessor named above or his or her (or the) respective owners, heirs, agents representatives, employees, successors or assigns by reason of the Lessor's active or passive negligent conduct or by reason of the condition(s) of the leased premises, whether natural or man-made and whether the condition is caused by the Lessor's active or

passive negligence.

ASSUMPTION OF THE RISK

Furthermore, I (we) declare I (we) are aware of *State v. Shumake, 131 S.W. 3d 66 (Tex. App. - Austin 2003), affirmed, 2006 WL 17; 16304 (Tex. 2006)* decided by the Texas Supreme Court in 2006. In that case, the landowner's failure to warn of extremely dangerous man-made condition may give rise to a cause of action for gross negligence.

I (we) hereby agree and declare that the "Warning of Dangerous Conditions on Leased Premises" stated earlier **serves to warn me (us) of any actual and/or potentially dangerous natural or man-made** condition(s) that I (we) may reasonably expect to encounter on the leased premises that may cause serious bodily harm or death or cause damage to or destruction of my (our) person property.

I (we) hereby state that I am (we are) aware of the dangerous conditions, risks and hazards mentioned earlier and that I (we):

- (1) understand and appreciate the nature and extent of the risks and dangers of being exposed to those and other associated dangerous conditions and
- (2) voluntarily, expressly and knowingly consent to exposing myself(ourselves) and my (our) personal property to those and other associated dangerous conditions.

By affixing my (our) signature(s) below, I (we) knowingly and expressly **ASSUME THE RISK** of my (our) exposure to the dangerous conditions, risks and hazards expressed above. This assumption of the risk may be used by the Lessor as a defense in a court of law as outlined by the Texas Supreme Court in *Farley v M.M. Cattle Co., 529 SW 2d 751* against any allegations either for negligence or gross negligence for failing to warn me (us) of any dangerous natural or man-made conditions that I am (we are) apt to encounter expectedly or unexpectedly on the leased premises. **This assumption of the risk does not extend to Lessor's reckless or intentional conduct.**

The Severability Clause

If any term, provision, covenant, release, assumption or condition of this agreement 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.

Length of Agreement

The Release and Assumption of the Risk Form applies during the time that I am (we are) permitted on the leased premises, now and in the future, and until this agreement is revoked in writing.

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

In consideration for allowing _____ (enter the number in the blank) minor(s) to accompany me (us) on the leased premises, I (we) agree to keep close supervision of the minor(s) in my (our) watch and care at all times. I (we) further agree to indemnify the Lessor for all claims stemming from the injury and/or death of a minor or minors in my (our) watch and care caused by my (our) lack of or negligent supervision.

