



G L E N C A N O N

R A N C H

ASSUMPTION OF RISK, WAIVER, RELEASE AND INDEMNITY AGREEMENT

Guest: Guest, indicated by name and signature below, and any member of Guest's family who accompanies Guest at any time on the Premises, and any person who as part of Guest's group or entourage comes upon the Premises, and anyone who enters upon the Premises at the request of Guest whether with or without Owner's permission, and any other invitee, licensee, employee, agent, minor child or ward of Guest ("Guest's Party").

Owner: GlenCanon Ranch, LLC, a Texas limited liability company, and its managers, officers, directors, employees, owners, attorneys, agents, predecessors and successors-in-interest, assignees and all persons in privity ("Owner").

Premises: Property located in Somervell County, Texas and owned or controlled by one or more of the persons included among the class of Owner ("Premises").

As additional consideration for being permitted to enter upon the Premises, designated by separate writing, the undersigned ("Guest") agrees as follows:

Guest acknowledges that **NO WARRANTY, EXPRESS OR IMPLIED, IS MADE** by Owner that any particular condition does or does not exist on the Premises.

Guest understands there are numerous dangerous or potentially dangerous conditions, risks and hazards involved in hunting and outdoor recreation on the Premises, some conditions, risks and hazards are known or reasonably foreseeable, such as, but without limitation: hazards presented by both wild and domesticated animals which may be diseased or otherwise dangerous; poisonous snakes, insects and spiders; poisonous or barbed plants; erosion, pits, holes, creeks/river crossings, and loose rock; pipelines, tank batteries, pump jacks, oil, gas, and water wells, windmills; propane, L.P.G. or butane operated heaters and stoves; the discharge of firearms on or off the Premises, both by Guest and third parties; and other conditions which produce hazardous driving, walking, hunting and camping conditions; and that some hazards are unknown or not reasonably foreseeable. Guest **WAIVES AND RELEASES** Owner from any obligation to affirmatively disclose any hazardous conditions located on the Premises and **GUEST KNOWINGLY AND EXPRESSLY ASSUMES ALL OF THESE RISKS, HAZARDS AND DANGERS, KNOWN, UNKNOWN, FORESEEABLE, AND UNFORESEEABLE, AND VOLUNTARILY ELECTS TO EXPOSE GUEST'S AND GUEST'S PARTY'S PERSON(S) AND PROPERTY TO THEM.**

To the fullest extent permitted by law, Guest agrees to **INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS** Owner from and against any and all liabilities, damages, claims, suits, losses, causes of action, liens, judgments, and expense (including court costs, attorneys' fees, and costs of investigation), of any nature, kind or description arising or alleged to arise by reason of (i) injury

Guest Initials

ASSUMPTION OF RISK, WAIVER, RELEASE AND INDEMNITY AGREEMENT – PAGE 2

to or death of any persons, including any child or ward of Guest or Guest's Party, or (ii) damage to or loss of property, occurring on or about the Premises or en route to or from the Premises, and caused or alleged to be caused in whole or in part by any act of omission of:

1. Guest and any member of Guest's Party;
2. Any third party where the claim is asserted by Guest, or any member of the Guest's Party;
3. Owner where the claim is asserted by Guest or any member of Guest's Party; or
4. Any combination of the foregoing persons. (collectively "Liabilities").

THIS INDEMNITY EXTENDS TO LIABILITIES ARISING FROM OR ATTRIBUTED TO THE CONCURRENT OR SOLE NEGLIGENCE OF OWNER. THE ONLY LIABILITIES WITH RESPECT TO WHICH GUEST'S OBLIGATION TO INDEMNIFY OWNER DOES NOT APPLY ARE LIABILITIES RESULTING SOLELY FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF OWNER. If any action or proceeding is brought against Owner in connection with the Liabilities, Guest on notice from Owner shall defend the action or proceeding at Guest's expense, through attorneys that are reasonable and satisfactory to Owner. The provisions of this document apply to all activities of Guest and Guest's Party with respect to the Premises whether occurring before, after or during the period in which they are authorized to be upon the Premises.

To the greatest extent allowed by law, Owner shall not be liable in any manner to Guest or any member of Guest's Party, and Guest **WAIVES AND RELEASES** Owner from all liability for any injury to or death of Guest or any member of Guest's Party, and for any loss of or damage to property of Guest or Guest's Party, occurring on, in, or about the Premises, **EVEN IF THE LIABILITY ARISES FROM OR IS ATTRIBUTED TO THE CONCURRENT OR SOLE NEGLIGENCE OF OWNER, EXCEPT THAT THIS WAIVER AND RELEASE SHALL NOT APPLY TO LIABILITY RESULTING SOLELY FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF OWNER.**

This document does not grant Guest or Guest's Party the right to hunt or enter the Premises, any such right being established, if at all, by separate document given by proper authority. When the context requires, singular nouns and pronouns include the plural.

A WOUNDED ANIMAL IS CHARGED THE SAME AS A KILL. WE WILL DO OUR BEST TO LOCATE THE ANIMAL. THERE ARE NO GUARANTEES ON WOUNDED GAME.

PROPERTY DAMAGE WILL BE REPAIRED AT GUEST'S EXPENSE.

NO ALCOHOL CONSUMPTION IS ALLOWED WHILE HUNTING OR SHOOTING. NO DRUG CONSUMPTION IS ALLOWED AT ANYTIME; YOU WILL BE ASKED LEAVE THE PROPERTY AND NO REFUNDS WILL BE ISSUED.

EXECUTED this _____ day of _____, 2020.

Printed Name: _____ Signature: _____

Address: _____

Witness Printed Name: _____ Signature: _____