

Putty Ranch Release of Liability

Release of Liability and Acknowledgement and Acceptance of Dangers, Risks, and Hazards of outdoor activities consistent with ranch activities.

I, the undersigned, hereinafter also known as Releasor, hereby acknowledge that I desire to enter and engage in activities at the Putty Ranch, Hico, Texas, and I have knowingly and willingly entered into a Release of Liability Agreement and become a party bound by the terms and conditions of a Release of Liability Agreement by and between Putty Ranch, Johnny Putty, Lee Putty, JP Cattle Co., and Thomas Christiansen (hereinafter the Lessor) and myself, _____, dated this _____ day of _____, 20__ to hunt on camp on ride on and visit the property known as Putty Ranch located in Hamilton and Erath County, Texas. In consideration for the access on the properties, the receipt and sufficiency of which is hereby acknowledged, I, the undersigned do voluntarily and knowingly execute this Release of Liability and Acknowledgment and Acceptance of Dangers, Risks and Hazards of outdoor activities with the expressed intention of effecting a release of all claims, both in tort and in contract, past, present, and future, known or unknown, of every kind, character, and description. The period of this agreement shall begin on the 1st day of July, 20__ and expire at the termination of my lease participation.

I hereby acknowledge and understand the terms, provisions and conditions of the Agreement and agree to abide by its terms, provisions and conditions. I further acknowledge and understand that no warranty, either express or implied, is made by the Lessor as to the condition of the land and/or property (hereinafter the premises) located in Hamilton and Erath County, Texas, or of any roads, buildings gates, fences, hunting boxes (ground and/or elevated), blinds, chairs, tree stands, and wildlife feeders (mechanical and non-mechanical) or other improvements located thereon.

I hereby acknowledge that there are no warranties, either expressed or implied, as to fitness of purpose of the property, there are no guarantees of any nature whatsoever as to game animals available, and the success of the hunting is strictly at the risk and responsibility of the Releasor, and there are no refunds or reimbursements for any expenses incurred or funds paid for any reason.

I hereby acknowledge, agree and stipulate that I, have chosen of my own free will to go hunting, fishing, camping, boating, canoeing, riding, off roading, four wheeling, rock crawling and visiting on the premises and realize there are inherent dangers from outdoor activities including but not limited to shooting, riding motorized or nonmotorized vehicles, hiking, camping and other outdoor activities which injury risks are involved and related activities, including but not limited to danger from other hunters, the inherent danger of injury from the use of firearms, and other dangers of any nature whatsoever, including but not limited to dangers to bodily injury which may occur from the use of firearms, knives, axes, chainsaws, arrows, traveling by vehicle over rough terrain, getting into and out of hunting boxes (ground or elevated), blinds, chairs, tree stands, and other device used for hunting, overexertion or excitement and the risk of injury caused by other hunters. I hereby acknowledge that other hunters are present on premises and I will exercise caution with the use of any weapon.

I hereby acknowledge that this document is to warn me that dangerous conditions, risks and hazards do exist on the Putty Ranch. Further, I acknowledge that although Lessor or landowner may have a greater knowledge of premises than Lessee, it is impractical and impossible for Lessor or landowner to list and/or physically show Releasor each and every possible hazard on the leased premises and Hunter enters onto the leased premises despite same and at Hunters own risk without liability of Lessor or landowner. My presence and activities on the leased premises expose both me and my property to dangerous conditions, risks and hazards, included but not limited to: undeveloped, untamed, wild ranch land included but not limited to erosion and general condition of the land, both on and off roadways or senderos, dangerous cliffs, roads creating rough hazardous and dangerous driving and walking conditions including but not limited to holes, rocks, limbs, brush, low hanging limbs, dead limbs in trees, exposed roots, unstable soil, cracks in soil, bluffs, creeks, fence posts, barbed wire, etc., and including but not limited to the habitat to wild creatures including but not limited to poisonous snakes (rattlesnakes, copperheads, water moccasins, etc.), lizards, ticks, insects, spiders, fox, coyotes, bobcats, ringtails, raccoons, opossum, turtles, etc.: animals both wild and domestic that may be diseased and/or potentially dangerous: and including but not limited to any and all types of hunting boxes (ground and/or elevated), blinds and tree stands, whether or not erected by Lessor; deep water; persons with firearms both on and off the leased premises; and the use of vehicles. I hereby state that I expressly assume all such dangers, risks and hazards and I hereby state I will exercise caution when

using hunting boxes (ground or elevated), blinds, chairs, tree stands, and other devices used for hunting. Lessor is not responsible for any damage to Releasors property or person or his/her guests.

In consideration for the right to enter the premises, I hereby release and agree to protect, indemnify and hold harmless Putty Ranch, Johnny Putty, Lee Putty, JP Cattle Co., and Thomas Christiansen 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 Lessors negligence or gross negligence.

I hereby further covenant and agree that I, my heirs, successors and assigns will not make any claim or institute any suitor action at law or inequity 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. As used in this release, the terms I, me, my, my person, myself and Hunter include minors in my care while on the premises.

I, the undersigned have read this Release of Liability and Acknowledgment and Acceptance of Dangers, Risks and Hazards of outdoor activities at the ranch and Understand all its terms. I execute it voluntarily with full knowledge of its significance.

AGREEMENT AND WARNING: I UNDERSTAND AND ACKNOWLEDGE THAT AN AGRITOURISM ENTITY IS NOT LIABLE FOR ANY INJURY TO OR DEATH OF AN AGRITOURISM PARTICIPANT RESULTING FROM AGRITOURISM ACTIVITIES. I UNDERSTAND THAT I HAVE ACCEPTED ALL RISK OF INJURY, DEATH, PROPERTY DAMAGE, AND OTHER LOSS THAT MAY RESULT FROM AGRITOURISM ACTIVITIES.

(Releasors Signature) (Date)

(Releasors Printed Name)

(Full Home Address)

(Email)

(Home and/or Cell Phone Numbers)

(Valid Drivers License Number)

(Vehicle Make, Model & Color)

(Vehicle Tag Number)

(Spouse/Minors in Releasors Care and Relationship)