

PERMANENT RELEASE OF ANY AND ALL LIABILITY, ASSUMPTION OF ALL RISK, AND INDEMNITY AGREEMENT

(Please read carefully before signing)

I/WE, the undersigned, wish to participate in 2016 Dove Hunting at HOLT RIVER RANCH beginning September 1, 2016 in Graford, Texas.

I/we understand that during portions of this event I/we will be in close proximity other hunters, gunfire, cattle, other livestock, recreational vehicles, ATVs, and other farm and ranch equipment that under the circumstances may expose me/us to serious risk of injury because of the nature of livestock, the facility, the premises, and the activities in which I/we will be engaged.

This document is to warn that **VERY DANGEROUS CONDITIONS, RISKS AND HAZARDS DO EXIST** and may involve the risk of serious injury and/or death and/or property damage. My/our presence and activities on the premises and participation in dove hunting will expose me/us and my/our property to dangerous conditions, risks and hazards, including but certainly not limited to: poisonous snakes, insects and spiders, livestock, animals both wild and domestic that may be diseased and/or potentially dangerous, deep water, slippery surfaces, sharp surfaces, blinds and tree stands, recreational vehicles, ATVs, moving motor vehicles, farm and ranch equipment, and holes, ditches, gates, barbed wire, cattle crossings, erosion and general conditions of the land, both on and off roadways, creating rough, hazardous and dangerous driving, riding, and walking conditions. I/We hereby state that I/we expressly **ASSUME ALL SUCH KNOWN AND UNKNOWN DANGERS, RISKS AND HAZARDS**.

In consideration for the right to enter the premises, I/we **HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, HOLD HARMLESS AND INDEMNIFY** anyone associated with or connected with Holt River Ranch, including but not limited to Holt River Ranch, Glenn Rogers, Laura Gay Burdick, and any and all organizers, underwriters, volunteers, fellow participants, any and all land or premises owners, any and all owners or operators of livestock, recreational vehicles, ATVs, or motor vehicles, and their respective employees, officers, directors, agents, and assigns (herein collectively referred to as "Releasees") from and against any and all claims, demands, causes of action, losses, and damages of any kind, including personal injury damages, wrongful death damages, property damages, exemplary or punitive damages, and attorneys' fees, resulting from any accident, incident, or occurrence, including injury or death to participant, arising out of, incidental to or in any way resulting from participation in the dove hunting activities at Holt River Ranch and/or the use of said premises and all improvements thereon, whether or not caused in whole or in part by the negligence or gross negligence of any of the Releasees. This agreement is to be construed as broad as possible and is intended to release, waive, discharge, hold harmless, and indemnify the Releasees of and for any kind of liability and any kind of damages associated with this event. I/we hereby further covenant and agree that I/we, my/our heirs, personal representatives, executors, successors and assigns will not make any claim or institute any suit or action at law or in equity against Releasees or their respective heirs, agents, representatives, employees, officers, directors, successors or assigns in connection with my/our participation in dove hunting activities at Holt River Ranch or by reason of conditions of the premises or activities occurring thereon. I/we further **AGREE TO DEFEND, INDEMNIFY, AND HOLD RELEASEES HARMLESS** for and from all damages related to any claim, suit, or action at law or equity that may be brought by, through, or on behalf of me/us against Releasees, whether or not caused in whole or in part by the negligence or gross negligence of any of the Releasees. This indemnity and hold harmless agreement extends to all damages suffered by Releasees, including but not limited to the costs of defending such claim or lawsuit, attorney's fees, actual damages, consequential damages, and any judgment.

I agree that this is a permanent liability release, waiver and discharge by me, my heirs, my family members, guardians, legal representatives, successors or assigns, and indemnity agreement. It shall be considered a continuing release and indemnity agreement, effective for current and all future visits and at Holt River Ranch, properties and leases.

I/WE HAVE READ THIS **PERMANENT RELEASE OF ANY AND ALL LIABILITY, ASSUMPTION OF ALL RISK, AND INDEMNITY AGREEMENT**, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I/WE HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND

