



## Release of Liability Form

### **PERMANENT LIABILITY RELEASE OF BAKER RANCH, PARR RANCH, NELSON RANCH AND/OR CANDELARIA RANCH, LLC AND ALL D/B/A of SAID RANCHES.**

#### ASSUMPTION OF ALL RISK AND INDEMNITY AGREEMENT

Agreement / Waiver / Release of Liability and Full Assumption of Liability Contract HUNTING AND/OR OTHER SHOOTING ACTIVITIES INVOLVING FIREARMS ARE INHERENTLY DANGEROUS ACTIVITIES IN WHICH THE USE OF FIREARMS IN CLOSE RANGE OF OTHERS SOMETIMES OCCURS. THIS PROPERTY MAY HAVE HIDDEN OBSTRUCTIONS, THORNS, POISONOUS SNAKES, OR OTHER NATURAL OR MANMADE OBJECTS WHICH MAY BE DANGEROUS TO HUNTERS AND/OR THEIR VEHICLES OR OTHER PERSONAL PROPERTY. HUNTERS MUST LOOK OUT FOR THEIR OWN SAFETY FROM OTHERS BEARING FIREARMS ON THESE PREMISES AS WELL AS PHYSICAL CONDITIONS WHICH MAY EXIST ON THESE PREMISES. HUNTER / PARENT / GUARDIAN HEREBY ACKNOWLEDGES THEY ARE VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY OR DEATH, PROPERTY LOSS OR DAMAGE.

#### HUNTER'S RELEASE/WAIVER OF LIABILITY and INDEMNITY

As a part of the lawful consideration for being permitted to hunt or trespass on any lands owned, managed or leased by the aforementioned ranches, or any other property owners on whose land I am allowed to hunt on, to participate in hunting and/or any other activity including but not limited to shooting activities and use of the facilities. I hereby agree to the following:

I am aware that hunting with firearms/archery, fishing, swimming, partying, alcohol consumption, working, operating of all terrain vehicles, and all other vehicles/equipment and related ranch activities and activities involving firearms and water (collectively referred to as the "Ranch Activities") are dangerous . I hereby acknowledge that I have voluntarily chosen to participate in Ranch Activities with persons I may or may not know. I understand the danger(s) involved and hereby agree to accept any and all risk of injury, death, property loss or damage. I, the undersigned, do hereby unconditionally RELEASE, DISCHARGE AND AGREE NOT TO ASSERT A CLAIM AGAINST all Releasees, their officers, owners, agents, individuals, heirs, directors, family members, partners, employees, guests, attorneys, insurers, host(s) and the property owners on whose land I am allowed to hunt on, (collectively referred to as "Releasees") from all claims, demands, and/or causes of action, that I , my heirs, my family members, distributees,



guardians, legal representatives, successors or assigns now have, or may in the future have, for any injury (including without limitation, personal injury or death to my person and/or my children) or property damage or property loss resulting from the Ranch Activities, regardless of whether such injuries or damages result from the negligence in whole or in part, or other acts, of myself, Releasees, and/or any other person(s) engaging in the Ranch Activities. I further agree, that in the event any suit or claim is instituted against Releasees arising in any way from my negligence, the negligence of my guest, or my children, my agents, my employees or any other persons using the facility with or without my permission; I agree to INDEMNIFY AND HOLD HARMLESS Releasees from all liability in connection therewith including, but not limited to, their attorney's fees and costs involved in connection with the defense of any such action. I further agree to assume any and all liability (including all attorney's fees and hospital and medical expenses) incurred for any and all claims which arise during or result from my visit or occupation of any ranch properties or and or participation in Ranch Activities. I hereby agree to assume any and all liability for and to INDEMNIFY AND HOLD HARMLESS the Releasees for any claims which were caused in whole or in part by their own negligence or their gross negligence. I further expressly agree to assume all of the related expenses (including all attorney's fees and hospital and medical expenses) arising from Releasees negligence or negligence as it relates to any claim and/or actions that arise during, or result from, my use or occupation of the Releasees properties and or participation in Ranch Activities. I hereby assume full responsibility INDEMNIFY AND HOLD HARMLESS Releasees from any loss, liability, bodily injury, property damage or loss, or cost, (including all attorney's fees and hospital and medical expenses) incurred by any Releasee arising out of my, my family members, my minors or my guests participation in Ranch Activities.

I UNDERSTAND THE RELEASE AND INDEMNITY STATED IN THIS AGREEMENT ARE SPECIFICALLY INTENDED TO BE APPLICABLE EVEN IT IS ALLEGED OR PROVED THAT ALL OR SOME OF THE DAMAGES INCURRED WERE CAUSED AS A WHOLE OR IN PART BY ANY ACT, OMISSION, NEGLIGENCE, GROSS NEGLIGENCE, OR ANY OTHER CONDUCT WHATSOEVER OF ANY OF THE RELEASEES.

I hereby attest that I will abide by all Federal, State, County or any Ranch laws and/or rules and regulations set out for the hunting and taking of game. In addition, I understand that I am responsible for all my actions and any Releasees Ranch is not responsible for my actions, the actions of others or for the theft or loss of any kind.

I hereby attest that I have read the frequently asked questions page (FAQ PAGE) on the website and have understood and agree to the terms therein.



**CAUTION: READ BEFORE SIGNING**

I have carefully read this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement, fully understand its contents. I understand that I have given up substantial rights by signing it, am aware of its legal consequences. I am aware that this is a release of liability and a contract between myself and thereleasees and have signed it freely and voluntarily, without inducement, assurance or guarantee being made to me and intend my signature to be a complete and unconditional legal release of all liability to the greatest extent allowed by law. I further agree that this is a permanent liability release waiver and discharge of me, my heirs, my family members, distributees, 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 to any Releasees Ranch, properties and leases.

Executed this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ Print Name

\_\_\_\_\_ Signature \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

**Parents with Minors**

As a parent, guardian or custodian, I am signing this document on behalf of my minor child and agree to be specifically bound to all the terms and conditions of this Agreement. I have read the agreement, fully understand the terms herein, understand that I have given up substantial rights by signing it, am aware of its legal consequences, and have signed this document freely and voluntarily without any inducement, assurance or guarantee being made to me. I intend my signature to be a complete and unconditional release of any and all liability to the greatest extent allowed by law and further agree to indemnify and save and hold harmless Releasees.

Print Name(s) of Minor(s) below:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

\_\_\_\_\_  
(Print Name of Parent, Guardian or Custodian of Minor)

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_, 20\_\_\_\_

(Signature of Parent, Guardian, or Custodian of Minor)