

**RELEASE OF LIABILITY
AND
ACKNOWLEDGMENT AND ACCEPTANCE
OF DANGERS, RISKS AND HAZARDS
OF HUNTING OR OTHER RECREATIONAL ACTIVITIES**

I hereby acknowledge that I have knowingly and willingly entered a Hunting or Recreational Activities Agreement, either written or verbal, or become a party bound by the terms and conditions of a Hunting or Recreational Activities Agreement by and between Joseph P. Hartigan, and Betty Prince , et al., (hereinafter called the Lessor) and _____, et al., (hereinafter called the Lessee) dated _____, 19____. I understand the terms, provisions and conditions of that Hunting or Recreational Activities 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 hunting or recreational activities property (hereinafter the hunting or recreational activities premises) located in Edwards County, Texas, or of any roads, buildings, gates or other improvements located thereon. This document serves to warn me that dangerous conditions, risks and hazards do exist. My presence and activities on hunting or recreational activities premises expose both me and my property to dangerous conditions, risks and hazards, including but not limited to: poisonous snakes, scorpions, insects and spiders; blinds and tree stands, whether or not erected by Lessor; erosion and general condition of the land, both on and off roadways or senderos, creating rough, hazardous and dangerous driving and walking conditions; caves, cliffs, stones and holes both marked and unmarked; animals both wild and domestic that may be diseased and/or potentially dangerous; plants that may be poisonous or otherwise hazardous; sudden water flows and standing deep water; persons with firearms both on or off the premises; old and potentially hazardous buildings and structures; and the use of vehicles. I hereby state that I am aware of these facts and expressly assume all such dangers, risks and hazards.

In consideration for the right to enter the leased premises, I hereby release and agree to protect, indemnify and hold harmless the Lessor 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 any improvements located thereon, whether or not caused by the Lessor's negligence or gross negligence. This release applies during the time that I am permitted on the leased premises. I hereby further covenant and agree that I, my heirs, successors and assigns will not make any claim or institute any suit or action at law or in equity 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, my person and myself include minors in my care while on the leased premises.

Dated and signed this _____ day of _____ 19_____.

(Lessee's Signature)

(Lessee's Printed Name)

Lessee's Address: _____ - _____