

**RELEASE OF LIABILITY
ACKNOWLEDGMENT AND ACCEPTANCE OF RISKS,
HAZARDS AND DANGERS AND LEASE TERMS AND CONDITIONS**

I HEREBY ACKNOWLEDGE THAT I am a guest of **KJC Rockin P Ranch, LLC** and its lessee outfitter on the premises located in McCollough County, Texas. As a guest of KJC Rockin P Ranch, I will be hunting on and or engaging in outdoor recreation on the premises. The KJC Rocking P Ranch and its outfitter, has required that all guests of the KJC Rocking P Ranch execute a copy of this release.

I (we) understand the terms, provisions and conditions of the Agreement. I (we) agree to abide by its terms and conditions and also by the terms and conditions of this Release, Consent and Assumption-of-the-Risk Agreement.

I (we) acknowledge and understand the lessor makes no warranties, either expressed or implied, as to the condition and/or safety of the Hunting/Visitation lease and the improvements located thereon (hereinafter collectively referred to as the leased premises) located in McCulloch County, Texas

I further ACKNOWLEDGE AND UNDERSTAND THAT NO WARRANTY, EITHER EXPRESS OR IMPLIED, IS MADE by the Lessor of the hunting lease as to the condition of any roads, buildings, blinds, gates, or other improvements on the lease, or the leased premises, that dangerous conditions do exist and THAT THIS DOCUMENT IS SUFFICIENT WARNING that there are numerous dangerous conditions, risks and hazards involved in hunting and outdoor recreations on the leased premises and in the use of the improvements situated thereon, and that the activities that I desire to undertake and my presence on the leased premises expose me and my property to such dangerous conditions including, but not limited to: poisonous snakes, insects and spiders; blinds and tree stands erected by Lessor for Lessor's use, or by the Lessee, for its use; erosion, and general condition of the land both on and off roadways or senderos, creating rough, hazardous and dangerous driving and walking conditions; animals, both wild and domestic, which may be diseased or otherwise potentially dangerous; deep water; other persons with firearms, both on and off the leased premises; and use of vehicles for a purpose for which they are not intended. I further understand and agree that HEREBY EXPRESSLY ASSUME ALL SUCH RISKS, HAZARDS AND DANGERS with the understanding that I am voluntarily exposing both myself and my property to them.

WARNING OF THE DANGEROUS CONDITIONS ON LEASED PREMISES

The dangerous conditions listed below serve to warn me (us) and make me (us) aware, appreciate and understand that dangerous conditions, risks and hazards exist, both obvious and latent, both natural and man-made, that can cause serious bodily injury or death and damage or destruction of my (our) personal property. My (our) presence and activities on the leased premises expose both me (us) and my (our) personal property to these dangerous conditions, risks and hazards, both obvious and latent and both natural and man -made, including, but not limited to, poisonous snakes, insects and spiders; elevated blinds and tree stands, whether or not erected by Lessor; eroded areas, holes, uncovered wells, steep inclines, sharp and jagged rocks located both on and off roadways and trails that create rough, hazardous and dangerous driving and walking conditions; animals both wild and domestic that may be diseased and/or possessed with propensities to injury or kill; rushing water with perils lurking above and beneath the surface; persons with firearms or other lethal weapons both on or off the leased premises; and the use of vehicles, boats and ATVs both on and off roadways, waterways, ponds and lakes.

WAIVER and RELEASE of CLAIMS

In consideration for the right to enter the leased premises, I (we) hereby waive and release all claims and agree to indemnify, defend and hold harmless the Lessor named above, his or her (or the) respective owners, heirs, agents, employees and assigns from and against any and all claims, demands, causes of action and damages, including, but not limited to, court cost, judgments and attorneys' fees resulting from any accident, incident or occurrence arising out of, incidental to or in any way resulting from the use of or my (our) exposure to the conditions of the leased premises or the Lessor's active or passive negligent conduct thereon. These include, among other things, injury or death to the undersigned and damage or destruction of the undersigned's personal property.

Also, I (we) hereby further covenant and agree that I (we), my (our) heirs, successors and assigns will not make any claim or institute any suit or action at law or in equity against the Lessor named above or his or her (or the) respective owners, heirs, agents, representatives, employees, successors or assigns by reason of the Lessor's active or passive negligent conduct or by reason of the condition(s) of the leased premises, whether natural or man-made and whether the condition is caused by the Leaser's active or passive negligence.

ASSUMPTION OF THE RISK

Furthermore I (we) declare I (we) are aware of State V. Shumake, 131 S.W.3d66 (Tx.App.-Austin 2003) affirmed, 2006 WL 17; 16304 (Tx 2006) decided by the Texas Supreme Court in 2006. In that case, the land owner's failure to warn of an extremely dangerous man-made condition may give rise to a cause of action for gross negligent. I (we) hereby agree and declare that the "WARNING OF DANGEROUS CONDITIONS ON LEASED PREMISES" stated earlier SERVES TO WARN ME (US) OF ANY ACTUAL AND OR POTENTIALY DANGEROUS NATURAL OR MAN-MADE conditions that I (we) may reasonably expect to

encounter on the leased premises that may cause serious bodily harm or death or cause damage to or destruction of my (our) personal property. I (we) hereby state that I am (we are) aware of the dangerous conditions, risks and hazards mentioned earlier and that I (we); (1) understand and appreciate the nature and extent of the risks and dangers of being exposed to those and other associated dangerous conditions and (2) voluntarily, expressly and knowingly consent to exposing myself (ourselves) and my (our) personal property to those and other associated dangerous conditions. By affixing my (our) signatures below, I (we) knowingly and expressly ASSUME THE RISK of my (our) exposure to the dangerous conditions, risks and hazards expressed above. This assumption of the risks may be used by the Lessor as a defense in a court of law as outlined by the Texas Supreme Court in Farley v B. MM Cattle Company, 529 SW2d751, against any allegations claiming the Lessor failed to warn me (us) of any dangerous natural or man-made conditions that I am (we are) apt to encounter expectedly or unexpectedly on the leased premises. THIS ASSUMPTION OF THE RISK DOES NOT EXTEND TO LESSOR'S RECKLESS OR INTENTIONAL CONDUCT.

THE SEVERABILITY CLAUSE

If any term, provision, covenant, release, assumption or condition of this agreement is held by a court of competent jurisdiction to be invalid, void or un-enforceable, the remainder of the provision shall remain in full force and effect and shall no way be affected, impaired or invalidated.

LENGTH OF AGREEMENT

This RELEASE AND ASSUMPTION OF THE RISK FORM applies during the time that I am (we are) permitted on the leased premises, now and in the future, and until this agreement is revoke in writing.

PARENTAL, GUARDIAN AND SUPERVISORY RESPONSIBILIITY FOR MINORS AND INDEMNIFICATION FOR INJURYS OR DEATH

IN CONSIDERATION FOR ALLOWING MINORS TO ACCOMPANY ME (US) ON THE LEASED PREMISES, I (WE) AGREE TO KEEP CLOSE SUPERVISION OF THE MINORS IN MY (OUR) WATCH AND CARE AT ALL TIMES. I (WE) FURTHER AGREE TO INDEMNIFY THE LESSOR FOR ALL CLAIMS STEMMING FROM THE INJURY AND OR DEATH OF A MINOR OR MINORS IN MY (OUR) WATCH AND CARE CAUSED BY MY (OUR) LACK OF OR NEGLIGENT SUPERVISION.

CONSENT OR DENIAL FOR USE OF TESTIMONIALS, PICTURES, ECT.

In the event photos, slides or videos are made of me (US) while on the leased premises, I (we) consent to the Lessor's use of the Photos, slides and videos in promoting and marketing the Lessor's hunting and recreational activities on the leased premises. Likewise, by sending any testimonials or pictures via letters, emails or otherwise my (our) experiences on the leased premises to the lessor, I (we) consent to the lessor's using them in like manner.

Yes you may use the material _____
No you may not use the material _____

LIST OF RECENT ACCIDENTS AND INCIDENTS OCCURRING ON THE LEASED PREMISES.

According to Texas Case law the Lessor needs to warn hunters and guest of accidents and incidents occurring on the leased premises that may influence their decision to enter. The following is a list of all accidents and incidences that involved injury or death to a hunter or guest or to the damage or destruction of his or her personal property. The list covers all accidents and incidences since our acquisition of the property in Oct 2008...None

Dated and signed this _____ day of _____.

(Signature of Guest) (Printed Name of Guest)

(Address of Guest)

(Child's Name)

(Signature Parent/Legal Guardian) (Print Parent/Legal Guardian's Name)