

**RELEASE OF LIABILITY, CONSENT TO
EXPOSURE TO DANGEROUS AND HAZARDOUS CONDITIONS,
AND ASSUMPTION OF THE RISK**

I, _____ (print name), desiring to enter into a Hunting Lease Agreement and receive permission to enter upon land located at 14410 Post Oak Road, Jack County, Texas (the "leased premises"), the said land owned by Keith and Barbara Weems ("Owner") and being leased to

NORTHERN SKY OUTFITTERS, LLC ("Lessor"),

and desiring to lease the said premises for hunting and recreational purposes, do hereby AGREE TO BE BOUND by the terms and conditions set forth herein. I further acknowledge and understand that no warranty, either express or implied, is made by the Lessor or Owner as to the condition of the land and improvements located on the leased premises.

1. **Warning of Dangerous Conditions on Leased Premises.** I acknowledge that the dangerous conditions described below serve to warn me and make me aware, appreciate and understand that dangerous conditions, risks, and hazards exist, both obvious and latent, both natural and man-made, can cause serious bodily injury or death and damage or destruction to my personal property. My presence and activities on the leased premises expose me and my 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 or Owner; 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, including horses, that may be diseased and/or possessed with propensities to injure or kill (including bucking, kicking and throwing); rushing and still water with perils lurking above and beneath the surface; persons with firearms and other lethal weapons both on or off the leased premises; the presence of bare electrical wires and barbed wire and metal fences and gates to restrain livestock; and the use of vehicles, boats, and All Terrain Vehicles (ATV's) both on and off roadways, waterways, ponds, and lakes.

2. **Assumption of the Risk.** I acknowledge that the activity of hunting and the use of firearms and bowhunting equipment are inherently dangerous activities, and that I am at risk of injury in engaging in such activities and in being in an area where hunting and the use of firearms or bowhunting equipment is occurring. I hereby state that I am voluntarily assuming those risks. I agree that the "Warning of Dangerous Conditions on Leased Premises" stated above **serves to warn me of any actual or potentially dangerous natural or man-made conditions** that I may encounter or reasonably expect to encounter on the leased premises which may cause serious bodily harm or death or cause damage to or destruction of my personal property. I further state that I am aware of the dangerous conditions, risks and hazards mentioned earlier and that:

(1) I understand and appreciate the nature and extent of the risks and dangers of being exposed to those (and associated) inherently dangerous conditions and activities, and

(2) I voluntarily, expressly, and knowingly consent to exposing myself and my personal property to those (and associated) inherently dangerous conditions and activities.

3. By signing below, **I state that I am aware of the dangers associated with the leased premises, and I voluntarily consent to and ASSUME THE RISK** of my exposure to the dangerous conditions, risks, and hazards expressed above. This assumption of the risk may be used by the Lessor and/or Owner as a legal defense as outlined by the Texas Supreme Court in *Farley v. MM Cattle Co.*, 529 SW2d 751 (Tex. 1975) against any allegations of negligence or gross negligence or of failure to warn me of any dangerous or man-made conditions which I am apt to encounter, expectedly or unexpectedly, on the leased premises. This assumption does not extend to any reckless or intentional conduct by Lessor or Owner.

4. **Waiver and Release of Liability.** In consideration for the right to enter the leased premises and/or the right to hunt on the leased premises, I hereby waive and release all claims and agree to indemnify, release, defend and hold harmless the Lessor and Owner named above, his or its respective owners, agents, employees, heirs and assigns, from and against any and all claims, demands, causes of action and damages, including, but not limited to, damages, court costs, judgments and attorneys' fees resulting from any accident, incident or occurrence arising out of, incidental to, or in any way resulting from my use of the leased premises, my exposure to the conditions of the leased premises, or the Lessor's or Owner's active or passive negligent conduct thereon. This Release of Liability extends to injury or death to the undersigned, his guests or invitees, and damage to or destruction of the undersigned's personal property.

5. **Disclosure of Recent Accidents and Incidents Occurring on the Leased Premises.** The following is a list of all accidents and incidences on the leased premises during the last two years which involved injury to or death of a hunter or guest, or significant damage to or destruction of his/their personal property:

6. **Agreement to Abide by Ranch Rules.** I acknowledge receipt of a copy of the “Northern Sky Ranch Rules” attached to this Release Agreement and incorporated by reference, and I and my guests agree to abide by those Rules.

7. **Term of the Agreement.** This Release and Assumption of the Risk Form applies during the time that I am on the leased premises, now and in the future.

8. **Severability.** 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 unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

9. **Consent for Use of Testimonial Pictures, Etc.** In the event photographs, slides, or videos are made of me or my party while on the leased premises, I (we) consent to the Lessor and/or Owner's use of the photographs, slides and videos in promoting and marketing the Lessor's and/or Owner's hunting and recreational activities on the leased premises. Likewise, by sending any testimonials or pictures via letters, e-mails or otherwise of my (our) experiences on the leases premises to Lessor and/or Owner, I (we) consent to Lessor's or Owner's using them in like manner.

10. **Parental, Guardian, and Supervisory Responsibility for Minors and Indemnification for Injuries or Deaths.** In consideration for allowing the minors listed below to accompany me on the Leased Premises, I agreed to maintaining close supervision of the minors in my watch and care at all times. I further agree to indemnify and hold Lessor and Owner harmless for any and all claims stemming from injury to and/or death of a minor or minors in my watch and care caused by my lack of or negligent supervision.

Name and Date of Birth of Minors:

(1) _____ DOB: _____
(2) _____ DOB: _____
(3) _____ DOB: _____

Signed this _____ day of _____, 20____.

Guest's Signature: _____

Guest's Printed Name: _____

Guest's Address: _____

Cell Phone: _____

Email address: _____