

ASSUMPTION OF RISK

GENERAL RELEASE AND INDEMNIFICATION AGREEMENT

In consideration of the privilege of entering upon Lonesome Coyote Ranch, LLC (Lonesome Coyote Ranch) land for any reason, including to participate thereon in hunting, hiking, target shooting, fishing, and/or other recreational activities, I, the undersigned, on behalf of myself, my heirs, legal representatives and assigns, hereby voluntarily and knowingly assume all risks and waive and release all claims related thereto, and agree to indemnify Lonesome Coyote Ranch and Wildlife In Focus, all as provided herein.

I understand and accept the “as-is” conditions and activities pertaining to the Lonesome Coyote Ranch land upon which I will enter including, but not limited to, the following:

1. The Lonesome Coyote Ranch land is in an unimproved, semi-wilderness state and there are all types of wildlife on the property, some of which may be dangerous or deadly to humans if encountered. Examples include, but are not limited to, spiders, wasps, bees, snakes, coyotes, bobcats, cougars, wild hogs and deer.
2. Lonesome Coyote Ranch has no obligation to improve, alter or repair the property or to make it safe.
3. Lonesome Coyote Ranch has no obligation to warn of dangerous conditions, whether latent or patent, that may exist upon the land.
4. Lonesome Coyote Ranch has no obligation to patrol the land or to enforce the hunting laws, rules and regulations thereon.
5. Various other activities may be conducted concurrently upon said land while I am there including, but not limited to, hunting, shooting of firearms, woodcutting, managing livestock, exploration for oil and gas, constructing and maintaining roads, fences, pipelines, utility lines and other improvements, and such other activities may create hazards to my safety.
6. Other persons may be present from time to time within the same areas, and my own activities need to be conducted in a careful and prudent manner with due regard for the safety and well-being of myself as well as such other persons. I also understand that there is a risk of sickness or death related to communicable diseases I may acquire while on the Lonesome Coyote Ranch premises.
7. The acts or omissions (including the active or passive negligence) of Lonesome Coyote Ranch, its directors, officers, employees, agents and/or such other persons or entities may result in my experiencing losses, damages or bodily injury (including death).
8. A severe fire hazard condition often exists upon said land because of abundant dry grasses, leaves and vegetation. Extreme caution is required in smoking, cooking and using vehicles upon said land to prevent grass and forest fires.
9. The roads and trails upon said land are not maintained free of ruts, rocks, loose materials, overhanging branches, and other hazards and the nature of the roadbeds and other attendant conditions are such that many of such roads and trails can only be traveled by four-wheel drive vehicles driven by a person well experienced in driving such a vehicle in rugged terrain, and the hazardous condition of certain roads and trails is such that only an experienced driver will recognize that they should not be traveled at all.
10. Water found in streams, springs, pipelines, tanks and troughs is untreated, its quality and potability is uncertain, and such water should not be consumed because of the risk of its possible contamination.

I declare that, prior to the execution of this release, I have apprised myself of sufficient relevant information respecting the Lonesome Coyote Ranch land and conditions and activities to be encountered thereon, in order to intelligently exercise my judgment in deciding whether to execute this release, and further declare that my decision to do so was not based on or influenced by any declaration or representation of Lonesome Coyote Ranch or its employees or agents.

(Over)

Accordingly, I hereby assume full responsibility for all risks or any and all claims, actions, losses, damages and expenses for bodily injury or death and property loss or damage incurred by me or arising out of or in connection with my entry, presence or activities upon Lonesome Coyote Ranch land, and knowingly and voluntarily expressly release Lonesome Coyote Ranch, its directors, officers, stockholders, employees and agents from all liability and claims arising out of such matters whether due to the acts or omissions (including the active or passive, sole or concurrent, alleged or actual negligence or other fault) of Lonesome Coyote Ranch, its directors, officers, stockholders, employees, and agents or any other person or entity, and I FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS LONESOME COYOTE RANCH, AND WILDLIFE IN FOCUS, THIER DIRECTORS, OFFICERS, STOCKHOLDERS, EMPLOYEES, MEMBERS, VOLUNTEERS, AND AGENTS FROM LOSS, DAMAGE, LIABILITY, CLAIMS OR EXPENSE (INCLUDING BUT NOT LIMITED TO, ATTORNEY’S FEES) ARISING IN ANY MANNER OUT OF OR IN CONNECTION WITH MY ENTRY, PRESENCE OR ACTIVITIES UPON LONESOME COYOTE RANCH LAND. I FURTHER AGREE THE FOREGOING INDEMNITY AND HOLD HARMLESS SHALL APPLY REGARDLESS OF THE ACTIVE OR PASSIVE, SOLE OR CONCURRENT, ALLEGED OR ACTUAL NEGLIGENCE OR OTHER FAULT OF LONESOME COYOTE RANCH AND/OR WILDLIFE IN FOCUS, THEIR DIRECTORS, OFFICERS, STOCKHOLDERS, EMPLOYEES, AND AGENTS OR ANY OTHER PERSON OR ENTITY.

I UNDERSTAND AND ACKNOWLEDGE THAT LONESOME COYOTE RANCH IS AN AGRITOURISM ENTITY AS DEFINED BY TEXAS LAW (CHAPTER 75A, CIVIL PRACTICE AND REMEDIES CODE).

AGREEMENT AND WARNING: I UNDERSTAND AND ACKNOWLEDGE THAT AN AGRITOURISM ENTITY IS NOT LIABLE FOR ANY INJURY TO OR DEATH OF AN AGRITOURISM PARTICIPANT RESULTING FROM AGRITOURISM ACTIVITIES. I UNDERSTAND THAT I HAVE ACCEPTED ALL RISK OF INJURY, DEATH, PROPERTY DAMAGE, AND OTHER LOSS THAT MAY RESULT FROM AGRITOURISM ACTIVITIES.

I have read, understand and voluntarily execute the assumption of risk, general release and indemnification agreement and intend that I and my heirs, personal representatives and assigns be bound hereby.

Date

Signature

Driver’s License Number

Print Name

If the person signing above is under the age of 18, a parent or legal guardian must sign below.

Date

Signature

Relationship to Person Above

Print Name

Driver’s License Number