

Hendrix Wildlife
313 Lynn Hendrix Road
Livingston, Texas 77351

Release Form

General And Complete Release, Indemnity Agreement And Acknowledgment And Acceptance Of Risks, Hazards, And Dangers

I hereby acknowledge that Lynn Hendrix is the Owner (hereinafter so called) of that certain real property located in Polk County, Texas, commonly described as Hendrix Wildlife Ranch, and containing approximately 400 acres of land (said real property hereinafter referred to as the "Property").

I further acknowledge that I am either a hunting licensee of Owner or a participant in a hunt to be guided by a representative/agent of Owner on the Property (whichever is applicable).

I further acknowledge and understand that NO WARRANTY, EITHER EXPRESS OR IMPLIED, is made by Owner (or any person on his behalf) as to the condition of the Property, or any roads, buildings, gates or other improvements on the Property, that dangerous conditions do exist upon the Property and that this document is SUFFICIENT WARNING that there are numerous dangerous conditions, risks and hazards involved in hunting and outdoor recreation on the Property and in use of the improvements situated thereon, and that the activities that I desire to undertake and my presence on the Property expose me and my personal property to numerous dangerous conditions, risks, hazards, including BUT NOT LIMITED TO: poisonous snakes, insects and spiders; blinds and tree stands erected by Owner or others; erosion and general condition of the land both on and off roadways creating rough, hazardous and dangerous driving and walking conditions; animals, both wild and domestic, which may be diseased and/or potentially dangerous; deep water; other persons with firearms on or off the premises; and use of vehicles for purposes which such vehicles may or may not have been intended or use of vehicles in an otherwise dangerous manner. I further hereby state that I EXPRESSLY ASSUME ALL SUCH RISKS, HAZARDS AND DANGERS with the understanding that I am exposing both my person and personal property to same. I understand that Owner is relying on my representation that I acknowledge the adequacy of this warning and appreciate the risk of harm.

IN CONSIDERATION FOR THE RIGHT GRANTED TO ME TO ENTER UPON THE PROPERTY, I DO HEREBY RELEASE AND AGREE TO PROTECT, INDEMNIFY AND HOLD HARMLESS, OWNER AND ALL OF HIS RESPECTIVE AGENTS, EMPLOYEES, HEIRS, SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS AND CAUSES ACTION OF ANY SORT AND DAMAGES, INCLUDING ATTORNEY'S FEES, RESULTING FROM ANY ACCIDENT, INCIDENT OR OCCURRENCE ARISING OUT OF, INCIDENTAL TO OR IN ANY WISE

RESULTING FROM MY USE OF THE PROPERTY AND UNTIL I LEAVE THE PROPERTY, AND DURING ANY PERIOD OF TIME IN WHICH I RETURN TO THE PROPERTY, REGARDLESS OF WHETHER THE SAME MAY RESULT THE FAULT, NEGLIGENCE, GROSS NEGLIGENCE OR STRICT LIABILITY OF OWNER OR ANY OF HIS AGENTS AND EMPLOYEES, INCLUDES, BUT IS NOT LIMITED TO, ANY CLAIM, RIGHT OR CAUSE OF ACTION ACCRUING BY REASON OF ANY PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE WHICH I MIGHT SUFFER OR INCUR AS A RESULT OF MY USE OF THE PROPERTY INCLUDING PARTICIPATION IN HUNTING OR OTHER RECREATIONAL ACTIVITIES ON THE PROPERTY. I HEREBY FURTHER COVENANT AND AGREE FOR MYSELF, MY HEIRS, SUCCESSORS AND ASSIGNS THAT I WILL NOT MAKE ANY CLAIM OR INSTITUTE ANY SUIT OR ACTION AT LAW OR IN EQUITY AGAINST OWNER, OR HIS AGENTS, EMPLOYEES, HEIRS, SUCCESSORS OR ASSIGNS.

I certify that by indemnifying Hendrix Wildlife, should it be necessary for Hendrix Wildlife, or someone on it's behalf, to incur attorney's fees and costs to enforce this agreement, or any portion thereof, I agree to pay Hendrix Wildlife reasonable costs and attorney's fees arising there from.

I certify that I have sufficient health, accident, and liability insurance to cover any bodily injury or property damage I may incur while on the Property and to cover bodily injury or property damage caused to a third party as a result of my participation in the activities described above. If I have no insurance, I certify that I am capable of personally paying for any and all such expenses or liability.

I further state that I am of lawful age and legally competent to sign this release, or that I have acquired the written consent of my parents or guardian; and that I understand the terms herein are contractual and not mere recitals; and that I have signed this document of my own free act and will, with the intention of being legally bound hereby.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS RELEASE BY READING IT BEFORE SIGNING THE SAME.

DATED and SIGNED this _____ day of _____,
_____.

Licensee or Participant (whichever applicable)

Signature
Address:

WITNESSES:

Name: _____

Address: _____
