

RELEASE, WAIVER, INDEMNIFICATION & REGULATIONS AGREEMENT

Thank you for visiting and welcome to the Austin Trophy Whitetails Ranch. We hope that your experience with your host, Austin Trophy Whitetails, is enjoyable and relaxing. We take pride in the abundant wildlife and beautiful countryside and surroundings the Ranch offers. We look forward to sharing all that the Ranch has to offer with you and hope to make your experience truly enjoyable.

The rules listed below are very important for your safety, maintaining the quality of wildlife here on the Ranch, and avoiding unneeded misunderstandings. ***EVERYONE MUST READ THE FOLLOWING RULES AND ACKNOWLEDGE THEIR AGREEMENT TO FOLLOW THE FOLLOWING RULES PRIOR TO PARTICIPATING IN ANY ACTIVITY AT THE RANCH.***

- All hunters must check into the office and be greeted by the Ranch's manager or his associates.
- All hunters will be required to have and provide proof of a valid Texas state hunting license. Hunters shall carry said license with them at all times while on the Ranch. All hunters must comply with all Federal, State & County hunting laws, rules and regulations.
- Safety is our primary concern, please make it yours and abide by the following:
 - All firearms must be unloaded before entering and before leaving all hunting blinds.
 - All guests must have their bolts open on firearms when riding in all vehicles.
 - Guests are responsible for making sure of their targets and what is beyond their intended target prior to discharging any firearm.
 - No guest, guide or associate is allowed to consume any alcohol the same day of any hunt, unless and until the guest, guide or associate have completed hunting for said day.
- Please be considerate of other guests. Excessive drinking and or drunkenness is not be permitted. Excessive profanity and/or vulgarity is not permitted.
- Only the partners, Owners and employees of the Ranch are permitted to operate the gate locks and know the combinations. Gates will always remain locked.
- No guest is permitted to be on the Ranch without an Owner, partner or employee, unless approved by Owners. If a guest remains alone in a blind while a guide attends to other matters, the guest shall stay within sight of their assigned blind. Guests are not allowed to walk around the Ranch unless accompanied and supervised by their guide.
- A photo of every animal harvested must be taken and all animals harvested must be logged. All wounded animals will be considered dead. No exceptions.
- "What is on the Ranch stays on the Ranch" -- Do not borrow or remove anything from the Ranch without approval by Owners.

• *The Ranch's management reserve the right, in its sole discretion, to terminate your hunt and stay at the Ranch without refund and immediately escort you off the Ranch for any violation of any rule.*

1. **I ACKNOWLEDGE THAT I AM AWARE OF THE RISKS INVOLVED WITH HUNTING, FISHING, OR OTHER ACTIVITIES CONDUCTED ON THE RANCH AND SERVICES PROVIDED BY THE RANCH. I AGREE TO ASSUME THOSE RISKS AND TO RELEASE AND INDEMNIFY OWNERS WHO THROUGH NEGLIGENCE OR CARELESSNESS MIGHT OTHERWISE BE LIABLE TO ME, MY HEIRS, SUCCESSORS AND/OR ASSIGNS, FOR DAMAGES.**
2. **I understand that permission to enter the Ranch is expressly conditioned upon my agreement to the following terms and conditions:**
 - A. I acknowledge and am aware that there are natural and man-made hazards on the Ranch, and I assume all risks in connection with such hazards as well as participation in hunting, fishing and/or other activities conducted by the Ranch and services provided by the Ranch. I further agree and understand that Owners assume no liability for my safety or my property or the safety of my minor children. I expressly agree to release Owner from any liability for damages or injury to me, my minor children and/or my property, which occurs, while I am on the Ranch or entering or exiting from the Ranch.
 - B. Notwithstanding any other provision of this Agreement, and to the fullest extent allowed by law, the total liability, in the aggregate, of Owners, to me, my spouse, my children or anyone claiming by, through or under any of us, or to any third party, for any and all claims, losses, costs or damages whatsoever, for or on account of the negligence, active or otherwise, professional errors or omissions, or strict liability of any Owners shall not, individually or collectively, exceed the total insurance proceeds paid on behalf of the Owners, individually or collectively, in settlement or other satisfaction of such claims.
3. In the event that I am accompanied by minor children under the age of eighteen (18) years, their names and birth dates are printed below.
4. The term "injury" as used herein also covers death; and this Agreement is binding upon my estate. In addition to other matters covered thereby, the indemnification provisions of this Agreement also cover all claims for wrongful death under Section 71.001 et seq. of the Texas Civil Practice and Remedies Code
5. The term "Owners" includes Marshall Varner, Austin Trophy Whitetails, as well as their heirs, successors and assigns, all officers, directors, shareholders, employees, subcontractors, agents, guides, legal representatives, subsidiaries, partners, parents, affiliates and any and all other persons, firms or corporations who are, or who might be claimed to be, liable to them or for them.
6. **I FURTHER AGREE TO INDEMNIFY AND HOLD THE OWNERS HARMLESS FROM AND AGAINST ALL LIABILITY, LOSS, DAMAGE, CLAIMS, SUITS AND ACTIONS OF EVERY TYPE (INCLUDING BUT NOT LIMITED TO ALL REASONABLE ATTORNEYS' FEES AND COSTS OF DEFENSE), WHICH ARE NOT COVERED BY INSURANCE OR WHICH**

EXCEED POLICY LIMITS FOR COVERED CLAIMS, BROUGHT FOR OR ON ACCOUNT OF ANY ACTUAL OR ALLEGED PERSONAL INJURY, DEATH, RANCH DAMAGE OR OTHER INJURY OF AN INTANGIBLE NATURE (INCLUDING WITHOUT LIMITATION MENTAL ANGUISH, PHYSICAL PAIN AND SUFFERING, LOSS OF EARNINGS OR EARNING CAPACITY AND LOSS OF CONSORTIUM) CLAIMED TO HAVE BEEN SUSTAINED BY ME, MY SPOUSE, OR MY MINOR CHILDREN, IN CONNECTION WITH ANY ACCIDENT OR INJURY THAT MAY OCCUR BEFORE, DURING OR AFTER MY PRESENCE ON THE RANCH OR MY ENGAGING IN HUNTING, FISHING, OR OTHER ACTIVITIES CONDUCTED ON THE RANCH AND SERVICES PROVIDED BY THE RANCH. IRRESPECTIVE OF WHETHER SUCH DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR ANY OTHER ACT OR OMISSION OF OWNERS OR ANY OF THEM.

7. I further acknowledge and agree that this Assumption of the Risk, Release and Indemnification Agreement is and shall remain effective for all entries onto the Ranch by me; provided, however, this Agreement shall not be construed as a continuing license for me to enter the Ranch, and I acknowledge that I may enter the Ranch only at such times and places and for only such purposes which may be specified by Owners.
8. This Assumption of the Risk, Release and Indemnification Agreement shall be binding upon me, my heirs, successors and assigns and shall inure to the benefit of Owners.

I HAVE READ THE FOREGOING AGREEMENT AND I UNDERSTAND AND FREELY AGREE TO THE TERMS HEREIN.

Names of minor children:

DOB:

Date of Signature _____ Signature _____

Printed Name _____