

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY  
AND PARENTAL CONSENT AGREEMENT Page 1 of 5**

IN CONSIDERATION of being permitted to participate in any way in the **hunting activity conducted by A&B Hunting and Ranching LLC**, ("Activity") I, for myself for personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of agreed upon and related activities and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.
2. FULLY UNDERSTAND THAT: (a) **said** ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by my own actions or inaction's, the actions or inaction's of others participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISK AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation or that of the minor in the Activity.
3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE **lessors**, their respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owner and lessors of premises on which the Activity takes place, (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as the result of such claim.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL. A "MINOR RELEASE" MUST BE SIGNED PRIOR TO MINOR HUNTING. I UNDERSTAND I AM RESPONSIBLE FOR MAKING SURE THE MINOR RELEASE IS COMPLETED FOR ALL MINORS IN MY HUNTING PARTY. RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Printed Name of Participant: \_\_\_\_\_

SIGNATURE OF PARTICIPANT: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ (street)  
\_\_\_\_\_ (city)  
\_\_\_\_\_ (state, zip)

Phone: \_\_\_\_\_

**Addendum:**

**YOUR SAFETY IS OUR PRIMARY CONCERN. WE EXPECT YOU TO FOLLOW SAFE GUN HANDLING AND HUNTING PROCEDURES. WE RECCOMEND YOU UTILIZE SAFETY GLASSES AND ORANGE HUNTING CAP, VEST OR JACKET, and follow all Texas Laws. FOR YOUR SAFETY AND THE SAFETY OF YOUR HUNTING COMPANIONS, NO ALCOHOL OR DRUG CONSUMPTION IS ALLOWED WHILE HUNTING OR SHOOTING. HUNTING CAN BE PHYSICALLY DEMANDING. WE EXPECT YOU TO KNOW YOUR PHYSICAL LIMITATIONS. PROPERTY BOUNDRIES AND SHOOTING ANGLES (DIRECTIONS) WILL BE EXPLAINED AT TIME OF HUNT. A BOUNDRY MAP IS ALSO INCLUDED ON PAGE 5. YOU ARE RESPONSIBLE FOR UNDERSTANDING AND FOLLOWING THE BOUNDRIES/SHOOTING ANGLES.**

**RULES AND REGULATIONS FOR KILL AND NON-KILL, CAMPING, HUNTING RULES**

1. We reserve the right to refuse service to anyone for any reason.
2. Pricing for additional animal and/or service options at the time of the hunt, are still subject to change at any time, unless paid in advance.
3. A deposit is the hunter's assurance that they will make the hunt. Hunters pay a booking fee of 100% in advance that is non-refundable.
4. If a hunt is canceled by hunter(s), there will generally be no deposit returned. Provided that you give us plenty of notice (at least 30 days), we will make every effort to allow you to change your hunting dates to another opening for that same hunt. We will also try to allow you to switch to some other hunt open on a date you can go, or you could send another hunter to take your place, but if nothing can be arranged that season, you will lose your deposit. A no show deposit is forfeited and may NOT be applied to the balance due of other hunters in the same party. PLEASE understand, we don't want anyone to be out of their money, but well before you come down to hunt with us we are already out a lot of money in lease fees, advertising, insurance, equipment, feed, etc. If we are unable to book someone else in your place, we lose all of that. Also consider, if we don't hunt, we don't make any guide fee. If the hunt is canceled by us for a reason other than weather, all deposit moneys will be returned. We cannot control the weather, so hunts canceled due to extreme weather will not qualify for a refund. We will attempt to reschedule within that same hunting season.
5. We will not be responsible for moneys spent by hunter(s) for hunt preparation prior to our cancellation.
6. Unless stated otherwise, the balance due on a hunt is to be PAID IN EXACT CASH upon arrival at the hunt site. No checks will be accepted.

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7. Harvest fees, if applicable, are due in cash or cash equivalent (money order, cashier's check) at time of harvest, unless prior arrangements have been made.
8. A harvest is any animal leaving blood or other bodily fluids, or exhibiting any indication of being hit, whether the animal is actually recovered or not; no exceptions to this policy. While on the hunt, all participants are expected to act in a safe and sportsmanlike manner at all times. Anyone not acting in a safe and/or sportsmanlike manner in the opinion of any A & B Hunting staff member may be made to leave and no refund of any kind will be offered.
9. A liability waiver must be signed by all participants prior to any hunt related activities occurring.
10. Each partnered farm has their own rules in addition to our policies. These are normal things like; no smoking in any four-wheeler or blind, and no littering of any kind. We also have a wet weather rule, "no driving when wet enough to leave ruts". We want you to have a great time and leave the ranch in the same shape you found it.
11. No shooting for the objective of sighting-in of guns
12. No target practice
13. No random shooting – only shoot at the animal you are trying to kill
14. Hunting Methods: Rifles, shotguns, bows, pistols and crossbows – unless otherwise prohibited by hunting laws (e.g.: certain bird hunting, requires birdshot), or any other laws. You can hunt from stands or stalk them. Climbing stands are not allowed.
15. All guests must sign a release at the time of arrival.

MINOR RELEASE

AND I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF HUNTING ACTIVITIES AND THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITY. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEE'S FROM ALL LIABILITY CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON THE MINOR'S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATION AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR'S BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMED ABOVE, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR COST ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.

Printed Name of Parent/Guardian:

Address: \_\_\_\_\_ (Street) (City) (State)  
(Zip) \_\_\_\_\_

Phone: \_\_\_\_\_

PARENT/GUARDIAN SIGNATURE (only if participant is under the age of 18):

\_\_\_\_\_ Date: \_\_\_\_\_

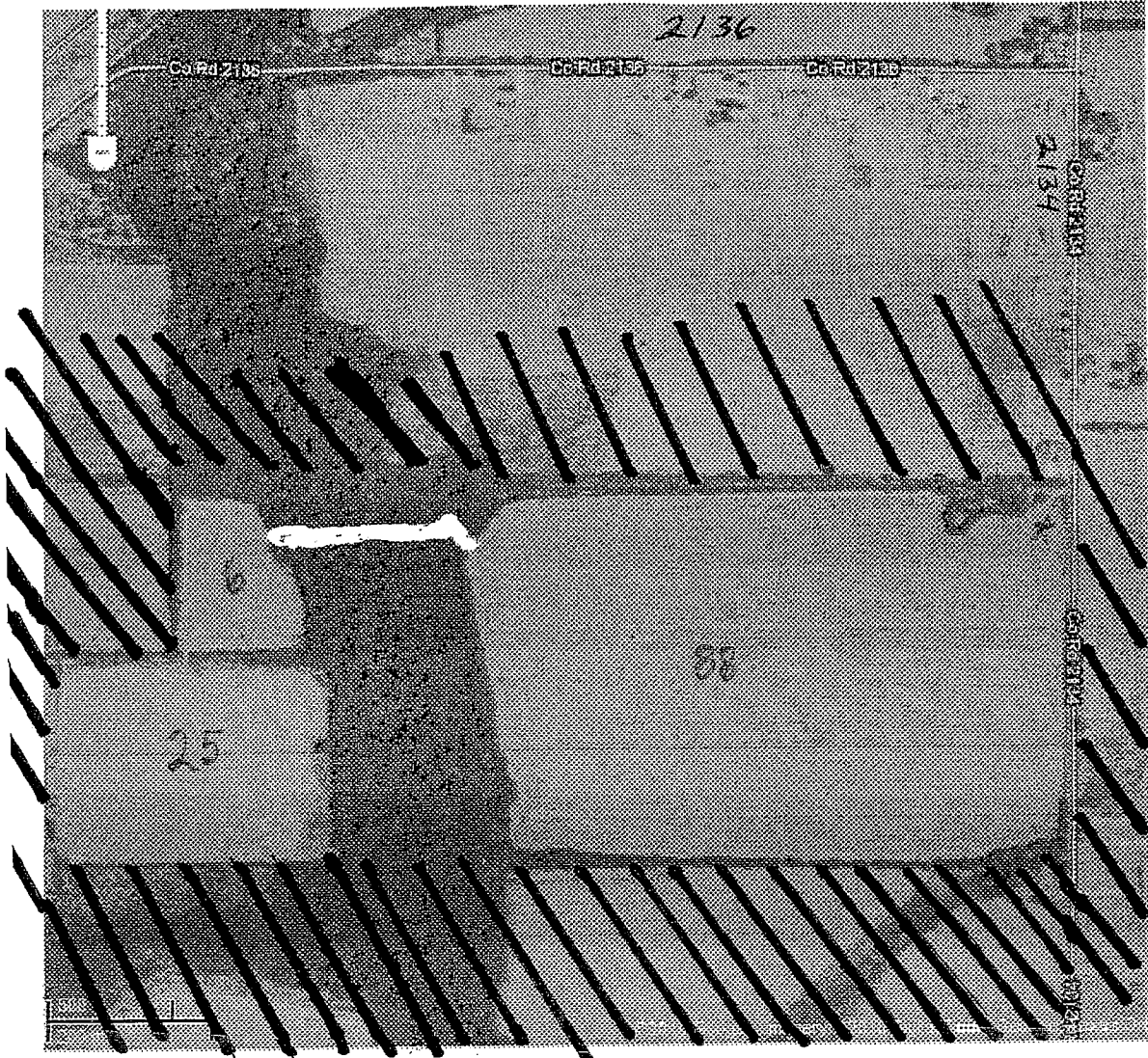
Name of Minor: \_\_\_\_\_

Name of Minor: \_\_\_\_\_

Name of Minor: \_\_\_\_\_

Name of Minor: \_\_\_\_\_

Name of Minor: \_\_\_\_\_



Property Map