

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

I hereby acknowledge that I am a guest of TRIBUTARY SPORTING CLUB, L.P. (“*TSC*”), GOODRICH RANCH 2021, LLC (“*GR*” and together with TSC are collectively referred to herein as the “*Landowners*”) and LH WHITTETAILS, LLC (“*Whitetails*”) and being permitted to enter onto certain properties located in Burnet County, Texas owned by the Landowners. In consideration of my being granted access to the Property including buildings, facilities, improvements and amenities located thereon and permitted to engage in hunting and other outdoor and recreational activities on the Property, I hereby agree as follows:

I acknowledge and understand that Landowners and Whitetails have not made any representations or warranties, either express or implied, or any inducements to me with regard to the condition and/or safety of the Property, including, but not limited to, any roads, buildings, blinds, gates, facilities, amenities or other improvements located thereon, the fitness or suitability of the Property for the purposes for which I am to use the Property or the safety of engaging in activities on the Property, including, but not limited to hunting and outdoor activities or the actions of other hunters and guests. I hereby accept the Property WITHOUT WARRANTY, IN AN “AS IS,” “WHERE IS” condition.

Warning of the Dangerous Conditions

The dangerous conditions listed below serve to warn me and make me aware and understand that dangerous conditions, risks and hazards (obvious and latent, natural and man-made) exist on the Property that can cause serious bodily injury or death and damage or destruction of my personal property. My presence and activities on the Property expose both me and my personal property to these dangerous conditions, risks and hazards, whether blatant or visible, known or unknown, obvious and latent, and natural and man-made, including, but not limited to, poisonous snakes, insects and spiders; elevated blinds and tree stands; 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; cattle or other animals, both wild and domestic, that may be diseased and/or possessed with propensities to injure or kill; rushing and still water with perils lurking above and beneath the surface; trees and tree limbs, both dead and alive, that may fall unexpectedly without warning; poisonous plants; persons discharging firearms both on or off the Property; RISK OF INJURY OR DEATH FROM THE USE AND DISCHARGE OF FIREARMS AND OTHER LETHAL WEAPONS, BOTH ON AND NEAR THE PROPERTY; the presence of bare electrical wires to restrain livestock; propane tanks, generators, hunting equipment and other ranching equipment; and the use of vehicles, boats and ATVs both on and off roadways, waterways, ponds and lakes; the presence and use of swimming pool(s); any first aid, emergency treatment or other services rendered to me, as well as my own physical condition, the consumption of food or drink by me, or my own acts or omissions. I understand that injuries may occur from blinds or stands which are in a state of disrepair, or are poorly designed, or incorrectly accessed. I understand that the foregoing list of dangerous conditions is not complete and/or exhaustive and that other risks, known or unknown, identified or unidentified, may result in injury, illness, disease, death or damage to me or my property. I acknowledge that hunting, fishing or other activities on rural property such as the Property can result in injury or property damage to the person engaging in those activities as well as to others. I acknowledge there are many possibilities and sources of such injury or damage and enter upon the Property with full knowledge of such hazards.

ASSUMPTION OF THE RISK

I hereby agree and declare that the “Warning of Dangerous Conditions” outlined in the paragraph above **serves to warn me of any actual and/or potentially dangerous natural or man-made condition(s)** that I may reasonably expect to encounter on the Property and any risks and conditions that I may reasonably expect to encounter arising out of my activities on the Property, including, but not limited to the participation in hunting and other activities, all of which may cause serious bodily harm or death or cause damage to or destruction of my personal property. **I hereby state that I am aware of the dangerous conditions, risks and hazards mentioned above and that I: (1) understand and appreciate the nature and extent of the risks and dangers of being exposed to those and other associated dangerous conditions and (2) voluntarily, expressly and knowingly consent to exposing myself and my personal property to those and other associated dangerous conditions.**

By affixing my signature(s) below, I knowingly and expressly ASSUME THE RISK of my exposure to the dangerous conditions, risks and hazards expressed above. This assumption of the risk may be used by Landowners and Whitetails as a defense in a court of law as outlined by the Texas Supreme Court, against any allegations for negligence of gross negligence claiming Landowners and/or Whitetails failed to warn me of (a) any dangerous natural or man-made conditions that I am apt to encounter expectedly or unexpectedly on the Property and (b) the dangers and hazards from my activities on the Property including hunting and shooting activities and the exposure to firearms. **I WILL IMMEDIATELY REPORT ANY RISK OR HAZARD I OBSERVE OR ENCOUNTER THAT IS NOT ALREADY DESCRIBED IN THIS RELEASE.**

Indemnity, Waiver and Release of Claims

LANDOWNERS AND WHITETAILS AND THEIR RESPECTIVE OWNERS, MANAGERS, OFFICERS, MEMBERS, DIRECTORS, EMPLOYEES, AGENTS, HEIRS, SUCCESSORS, ASSIGNS, SUBSIDIARIES, PARENTS, AND AFFILIATES OR RELATED PARTIES OF LANDOWNERS AND WHITETAILS (COLLECTIVELY, THE “RELEASED PARTIES” AND INDIVIDUALLY, A “RELEASED PARTY”) SHALL NOT BE LIABLE TO THE UNDERSIGNED FOR ANY DAMAGE TO PROPERTY AND INJURY TO OR DEATH(S) OF THE UNDERSIGNED OR ANY OTHER PERSON(S) DUE TO THE CONDITION, STATE OF REPAIR OR ANY DEFECTS OF THE PROPERTY WHICH MAY EXIST, BOTH LATENT AND VISIBLE, KNOWN OR UNKNOWN OR DUE TO ANY ACTIVITIES ON THE PROPERTY.

IN CONSIDERATION FOR THE RIGHT TO ENTER THE PROPERTY AND ENGAGE IN HUNTING AND OTHER ACTIVITIES, I HEREBY RELEASE AND HOLD HARMLESS THE RELEASED PARTIES FOR ANY AND ALL DAMAGES TO PROPERTIES AND DEATH(S) OF OR INJURY TO THE UNDERSIGNED OR ANY OTHER PERSON(S) WHICH ARE INCURRED BY THE UNDERSIGNED WHILE ON THE PROPERTY OR THAT ARE IN ANY WAY RELATED OR INCIDENTAL TO, RESULTING FROM, OR ARISING OUT OF THE UNDERSIGNED’S ACCESS, ENTRY OR ACTIVITIES ON THE PROPERTY (INCLUDING CONSEQUENTIAL, PUNITIVE AND EXEMPLARY DAMAGES), AS WELL AS ALL THE RISKS, DANGERS AND HAZARDS DESCRIBED, ACCEPTED AND ASSUMED HEREIN AND THE CONDITION OF THE PROPERTY. FURTHER, I HEREBY PROTECT, WAIVE AND RELEASE AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE RELEASED PARTIES, FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, LIABILITIES (INCLUDING WITHOUT LIMITATION, STRICT LIABILITIES), DEMANDS, CAUSES OF ACTION, PROCEEDINGS, OBLIGATIONS, DEBTS, DAMAGES, LOSSES, COSTS,

EXPENSES, DIMINUTIONS IN VALUE, FINES, PENALTIES, CHARGES, FEES, JUDGMENTS, AWARDS, AMOUNTS PAID IN SETTLEMENT, PUNITIVE DAMAGES, FORESEEABLE AND UNFORESEEABLE CONSEQUENTIAL DAMAGES, OF WHATEVER KIND OR NATURE (INCLUDING, BUT NOT LIMITED, TO REASONABLE ATTORNEYS' FEES AND OTHER COSTS OF DEFENSE, COURT COSTS, COSTS OF INVESTIGATION AND EXPERT FEES) INCURRED BY OR ASSERTED AGAINST ANY OF THE RELEASED PARTIES ON ACCOUNT OF ANY INJURIES TO OR DEATH(S) OF PERSON(S) OR DAMAGE TO PROPERTY WHICH ACCRUE OR MAY ACCRUE, OR ARE INCURRED BY THE UNDERSIGNED, DURING THE UNDERSIGNED'S ENTRY ON THE PROPERTY, OR THAT ARE IN ANY WAY RELATED OR INCIDENTAL TO, RESULTING FROM, OR ARISING OUT OF THE UNDERSIGNED'S ACCESS, ENTRY OR ACTIVITIES ON THE PROPERTY, OR THE UNDERSIGNED'S FAILURE TO COMPLY WITH ANY PROVISION, COVENANT OR AGREEMENT IN THIS DOCUMENT OR ANY OTHER DOCUMENT TO WHICH THE UNDERSIGNED IS A PARTY AND BOUND. ALL SUCH RELEASES AND INDEMNITEES GRANTED BY THE UNDERSIGNED HEREIN SHALL INCLUDE DAMAGES, DEATHS AND INJURIES, WHETHER CAUSED IN WHOLE OR IN PART BY ANY ACT OR OMISSION, WHETHER NEGLIGENT OR NOT, BY ANY OF THE RELEASED PARTIES, OR WHETHER ARISING FROM STRICT LIABILITY. THE INDEMNITEES MADE PURSUANT TO THIS DOCUMENT SHALL CONTINUE INDEFINITELY IN FULL FORCE AND EFFECT.

ADDITIONALLY, I HEREBY FURTHER COVENANT AND AGREE THAT I, MY HEIRS, SUCCESSORS AND ASSIGNS WILL HAVE NO RIGHT TO MAKE ANY CLAIM OR INSTITUTE ANY SUIT OR ACTION AT LAW OR IN EQUITY AGAINST RELEASED PARTIES FOR ANY INJURY, DEATH, OR PROPERTY DAMAGE (WHETHER CAUSED BY THE NEGLIGENCE OR STRICT LIABILITY OF ANY RELEASED PARTY FOR THE CONDITION OF THE PROPERTY OR ANY PART THEREOF) BY WAY OR SUBROGATION OR ASSIGNMENT, AND I HEREBY WAIVE SUCH RIGHTS NOTWITHSTANDING ANYTHING TO THE CONTRARY STATED ELSEWHERE HEREIN.

Length of Agreement

This agreement applies during the time that I am permitted on the Property, now and in the future.

Parental, Guardian and Supervisory Responsibility for Minors and Indemnification for Injuries or Deaths

In consideration for allowing _____ (enter the number in the blank) minor(s) to accompany me on the Property and engage in hunting and other activities, I agree to keep close supervision of the minor(s) in my watch and care at all times. The minor(s) under my care and supervision will comply with all Rules (defined herein) referred to in this agreement. I agree that I am fully responsible and accept full liability for all actions of the minor(s) when on the Property and when engaging in hunting or other activities. I further agree to indemnify the Released Parties for all claims, suits, liabilities, fines, costs, and amounts paid in settlement, of whatever kind or nature, stemming from (1) the injury and/or death of a minor or minors accompanying me and under my supervision and care, (2) any damage to property arising from or related to such minor(s) entry on the Property, or (3) the failure of such minor(s) to comply with all Rules in this agreement.

List of Recent Accidents and Incidents Occurring on the Property

According to Texas Case law, Landowners and Whitetails need to warn hunters and guests of accidents and incidents occurring on the Property that may influence their decision to enter. The following is a list of all accidents and incidences that involved injury or death to a hunter or guest or damage or destruction of his or her personal property. The list covers all accidents and incidences occurring during the past two years.

NONE

Game Laws, Rules and Regulations

I hereby agree to abide by all state, federal and other game laws and take all necessary steps to prevent any violation of any such laws and to follow and abide by all restrictions, rules and regulations promulgated by Landowners and/or Whitetails (the “**Rules**”) and agree to follow all other notices, warnings and regulations posted on the Property and given to me by guides and Landowners’ and/or Whitetails’ representatives and agents . I acknowledge that I have been provided and have fully and completely read and understand the Rules and acknowledge that such Rules may be amended and/or supplemented from time to time.

Transportation

I acknowledge and understand that Landowners and/or Whitetails may provide or arrange my transportation to, from or within the Property by automobile or helicopter. I agree that all terms, provisions, covenants, releases, assumptions, indemnities or conditions of this agreement shall apply to my use of any form of transportation provided or arranged by Landowners and/or Whitetails to transport me to, from or within the Property.

Firearms and Ammunition

I acknowledge and understand that Landowners and/or Whitetails may provide firearms and ammunition for my use on the Property. I agree that all terms, provisions, covenants, releases, assumptions, indemnities or conditions of this agreement shall apply to my use of any firearm or ammunition provided by Landowners and/or Whitetails during my entry and presence upon the Property.

Entire Agreement; Severability Clause

This agreement constitutes the complete agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, representations or understandings regarding the subject matter hereof. 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.

Choice of Law; Venue

This agreement shall be enforced and construed under the laws of the State of Texas. Venue for any action hereunder shall be in Burnet County, Texas.

Acknowledgment and Representation.

I FURTHER STATE THAT I UNDERSTAND THE TERMS HEREIN ARE CONTRACTUAL AND NOT A MERE RECITAL, AND THAT I HAVE SIGNED THIS DOCUMENT AS MY OWN FREE ACT. I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS RELEASE AND FULLY UNDERSTAND THAT IT IS A WAIVER AND RELEASE OF LIABILITY AND THAT I FREELY AGREE TO THE TERMS HEREOF IN CONSIDERATION OF THE RIGHT TO ENTER UPON THE PROPERTY AND CONDUCT HUNTING OR OTHER ACTIVITIES THEREON. I warrant and represent that I have knowledge and/or experience in hunting, firearms, firearm safety protocol and in the outdoors, and that no firearm will be discharged until and unless the target has been clearly and properly identified. I acknowledge that the Released Parties have relied upon these representations in allowing me to utilize the Property for hunting and other recreational purposes.

Dated and signed this _____ day of _____ 2023.

Hunter's or Guest's Signature

Hunter's or Guest's Address:

Hunter's or Guest's Printed Name

Phone #: _____

Hunter's Hunting License Number

If minors are accompanying Guest or Hunter, name and age(s) of minor(s) and hunting license, if hunting:

Name of Minor

Age

Hunting License Number if hunting

Name of Minor

Age

Hunting License Number if hunting

Name of Minor

Age

Hunting License Number if hunting

**AGREEMENT AND WARNING TO AGRITOURIST
PER SECTION 75A OF THE
TEXAS CIVIL PRACTICES AND REMEDIES CODE**

AS AN AGRITOURISM GUEST, I UNDERSTAND AND ACKNOWLEDGE THAT THE HOST, AN AGRITOURISM ENTITY IS NOT LIABLE FOR ANY INJURY TO OR DEATH OF ANY AGRITOURISM PARTICIPANT LIKE MYSELF OR MINORS UNDER MY CARE RESULTING FROM THE AGRITOURISM ACTIVITIES INCLUDING THE ONES LISTED IN SECTION 75.001(3) OF THE TEXAS CIVIL PRACTICES AND REMEDIES CODE. I UNDERSTAND THAT I ACCEPT ALL RISK OR INJURY, DEATH, PROPERTY DAMAGE AND OTHER LOSS THAT MAY RESULT FROM THE AGRITOURISM ACTIVITIES ON THE PROPERTY.

I UNDERSTAND, PURSUANT TO SECTION 75A OF THE TEXAS CIVIL PRACTICES AND REMEDIES CODE, THAT THIS AGREEMENT AND WARNING INCLUDES AND BINDS MYSELF AND ANY OF MY MINOR CHILDREN OR ANY MINOR CHILDREN FOR WHOM I AM THE GUARDIAN OR CONSERVATOR WHO ENTER WITH ME ON THE PROPERTY.

Dated and signed as of the date set forth on the preceding page (Page 5).

Agritourist Guest Signature (Hunter or Guest)

Names of Minors for whom this Agreement and Warning is binding who are the children of the Agritourist or minors for whom the Agritourist is the conservator or guardian are listed on the preceding page (page 5).

As used in the above Agreement and Warning, the term "*Agritourism Entity*" means collectively, Landowners and Whitetails.