

RELEASE OF ALL PERSONAL/BODILY INJURY, PROPERTY DAMAGES, COSTS, EXPENSES, CLAIMS OR CAUSES OF ACTION AND INDEMNITY AGREEMENT

STATE OF TEXAS

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KNOW ALL BY THESE PRESENTS

*

COUNTY OF DUVAL

I, (Name: _____),

(Address: _____),

(City, State, Zip Code & Phone Number: _____

_____),

(Date of Birth: _____), (Social Security Number: _____),

(Texas or State of Issue Driver's License Number: _____),

(Texas Parks & Wildlife Hunting License #: _____),

for and in consideration of the access and opportunity to hunt and even set foot on LOS ORCONES RANCH, Benavides, Duval County, Texas, which is hereby acknowledged and received, I FOREVER RELEASE, ACQUIT AND FOREVER DISCHARGE AS FOLLOWS: which PRECLUDES AND PREVENTS AND EXTINGUISHES ANY AND ALL OF ALLEGED DAMAGES, COSTS, CLAIMS, CLAIMS FOR PERONAL/BODILY INJURY CLAIMS AND DAMAGES, PROPERTY DAMAGES, COSTS, EXPENSES AND SPECIFICALLY FOLLOWS MY DEATH, AND FURTHERMORE inures to the benefit of LOS ORCONES RANCH, AND NOT ME, ANY OF my family, FRIENDS, GUARDIANS, REPRESENTATIVES AND ALL ATTORNEYS, HEIRS AND ASSIGNS FOREVER.

I, _____, hereby ACKNOWLEDGE THAT I understand that I am a hunter and/or an invitee/guest, on the premises of Los Orcones Ranch, located South of Benavides, Duval County, Texas, and that I accept and will abide by such terms, provisions and conditions of this document.

I further, ACKNOWLEDGE AND UNDERSTAND THAT NO WARRANTY, EITHER EXPRESS OR IMPLIED, IS MADE by the Owner, Manager, Operator and/or Lessor of Los Orcones Ranch, and ATLEE M. PARR, DR. LAURA B. PARR, DR. ATLEE

WILLIAM PARR, the Estate of Hilda Parr, the Atlee Martin Parr Protection Trust, the Atlee William Parr 2011 Protection Trust, Los Orcones Ranch Management, L.L.C., Los Orcones Ranch, Ltd., Los Orcones Ranch Deer Co., Inc., and their agents, employees, representatives, officers, member, shareholders, heirs and assigns forever (herein after referred to as "the Ranch"), as to the condition of any roads, buildings, vehicles, gates, cattle pens, deer blinds, tripod blinds, deer stands, deer feeders or other conditions and improvements on the premises, or the premises itself, that dangerous conditions do exist and THAT THIS DOCUMENT IS SUFFICIENT WARNING that there are numerous dangerous conditions, risks and hazards involved in hunting and outdoor recreation on the premises and in use of the improvements situated thereon, and that the activities that I desire to undertake and my presence on the leased premises expose me and my property to such numerous dangerous conditions, risks and hazards including BUT NOT LIMITED TO: poisonous snakes, insects and spiders; blinds and tree stands erected by "the Ranch", for "the Ranch's" use; erosion and general condition of the land both on and off roadways or senderos 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 a purpose which they are not intended. 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 property to same.

IN CONSIDERATION FOR THE RIGHT FOR ME TO ENTER THE PREMISES covered by "the Ranch", I DO HEREBY RELEASE AND AGREE TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS, ATLEE M. PARR, DR. LAURA B. PARR, DR. ATLEE WILLIAM PARR, the Estate of Hilda Parr, the Atlee Martin Parr Protection Trust, the Atlee William Parr 2011 Protection Trust, Los Orcones Ranch Management, L.L.C., Los Orcones Ranch, Ltd., Los Orcones Ranch Deer Co., Inc., and their agents, employees, representatives, officers, member, shareholders, heirs and assigns forever AND "the Ranch" and each of them, and their agents, employees and assigns, FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION OF ANY SORT AND DAMAGES AND PERSONAL/BODILY INJURY, INCLUDING ATTORNEYS FEES, RESULTING FROM ANY ACCIDENT, INCIDENT OR OCCURRENCE ARISING OUT OF, INCIDENTAL TO, OR IN ANY WAY RESULTING FROM MY USE OF THE LAND AND ALL IMPROVEMENTS SITUATED THEREON, IN DUVAL COUNTY, TEXAS, DURING THE PERIOD OF TIME I AM PERMITTED ON THE PREMISES AND UNTIL I LEAVE THE PREMISES, REGARDLESS of whether same may result from "the Ranch's" or "the Ranch's" agent/representative/employee's & ATLEE M. PARR's, DR. LAURA B. PARR's, DR. ATLEE WILLIAM PARR's, the Estate of Hilda Parr's, the Atlee Martin Parr Protection Trust's, the Atlee William Parr 2011 Protection Trust's, Los Orcones Ranch Management, L.L.C.'s, Los Orcones Ranch, Ltd.'s, Los Orcones Ranch Deer Co., Inc.'s **NEGLIGENCE or GROSS NEGLIGENCE**. 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 ATLEE M. PARR, DR. LAURA B. PARR, DR. ATLEE WILLIAM PARR, the Estate of Hilda Parr, the Atlee Martin Parr Protection Trust, the Atlee William Parr 2011 Protection Trust, Los Orcones Ranch Management, L.L.C., Los Orcones Ranch, Ltd., Los Orcones Ranch Deer Co., Inc., and their agents, employees, representatives, officers, member, shareholders, heirs and assigns forever AND LESSOR, OR ANY OF THEM, OR THEIR RESPECTIVE HEIRS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUCCESSORS OR ASSIGNS.

“WARNING: UNDER TEXAS LAW (CHAPTER 75A, CIVIL PRACTICE AND REMEDIES CODE), AN AGRITOURISM ENTITY IS NOT LIABLE FOR ANY INJURY TO OR DEATH OF AN AGRITOURISM PARTICIPANT RESULTING FROM AN AGRITOURISM ACTIVITY.” Texas Civ. Practice & Remedies Code 75A.003.

“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.” Texas Civ. Practice & Remedies Code 75A.004.

“AGREEMENT AND WARNING: I UNDERSTAND AND ACKNOWLEDGE THAT HUNTING IS DANGEROUS AND LOS ORCONES RANCH AND ALL RELEASED PERSONS AND ENTITIES HEREIN AND ALL LIABILITY WHILE I AM ON THE PREMISES **SHALL ALSO NOT LIABLE FOR ANY INJURY TO OR DEATH OF ME RESULTING FROM AGRITOURISM AND/OR HUNTING ACTIVITIES.** I UNDERSTAND THAT I HAVE ACCEPTED ALL RISK OF INJURY, DEATH, PROPERTY DAMAGE, AND OTHER LOSS THAT MAY RESULT FROM AGRITOURISM ACTIVITIES AND MY HUNTING ACTIVITIES.” AND AM AWARE THAT Texas Civ. Practice & Remedies Code CHAPTER 75 SHALL CONTROL, BUT THIS RELEASE IS IN ADDITION TO THAT CHAPTER’S LANDOWNER LIABILITY LIMITS.

DATED AND SIGNED this ____ day of _____, 20____.

CAUTION: READ BEFORE SIGNING AND **ONLY** SIGN AFTER YOU FULLY UNDERSTAND AND AGREE TO THIS DOCUMENT. PLEASE SEEK LEGAL COUNSEL FROM AN ATTORNEY OF YOUR CHOOSING IF YOU CHOOSE TO DO SO, BEFORE SIGNING THIS RELEASE OF ALL LIABILITY AGREEMENT:

Signature
Printed Name: _____

SWORN AND SUBSCRIBED TO by _____ and
_____, under oath, for the purposes stated therein, before me this
_____ day of _____, 20_____.

Notary Public, State of Texas

REVISED OCTOBER 10, 2019

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