

**RELEASE OF LIABILITY AND ACKNOWLEDGMENT  
AND ACCEPTANCE OF RISKS, HAZARDS AND DANGERS  
ASSOCIATED WITH AND/OR INCIDENTAL TO GUIDED HUNTING OPERATIONS  
TERMS AND CONDITIONS**

09/2017 Form

I hereby acknowledge that I have knowingly and willingly entered into a Guided Hunting Operations Agreement (the “GHO”) (the activities associated with the GHO being generally described in Exhibit “A,” attached hereto and incorporated herein by reference), or become a party bound by the terms and conditions of the GHO by and between **Waggoner & Sauder Ranch, Ltd., a Texas limited partnership, d/b/a Nine Bar Ranch, d/b/a Sweetwater Creek Bowhunting (collectively, “Nine Bar Ranch”)**, (hereinafter referred to as the “GHO Operator”), and \_\_\_\_\_ (“Participant”).

I understand the following: (1) the activities associated with the GHO as generally described in Exhibit “A”, and (2) the terms and conditions of this Release, Consent, and Assumption-of-the-Risk Agreement.

I acknowledge and understand the GHO Operator makes no warranties, either expressed or implied, as to the condition and/or safety of the hunting areas and the improvements located thereon (hereinafter collectively referred to as the “Premises”) located in Wise County, Texas.

**Waiver and Release of Claims**

In consideration of permitting me to enter and hunt or otherwise engage in shooting activities on the Premises, I do hereby release and agree to indemnify and hold harmless the GHO Operator, its respective heirs, executors, legal representatives, agents, employees, officers, shareholders, and partners (collectively, the “Released Parties”), from and against any and all claims, demands, causes of action of any sort, and damages, including attorneys’ fees, resulting from any accident, incident, or occurrence arising out of, incidental to, or in anywise resulting from my use of the Premises, including but not limited to, hunting and otherwise participating in shooting events thereon, during the period of time I am on the Premises and until I leave the Premises, regardless of whether same may result from the Released Parties’ negligence or gross negligence. These include, but are not limited to, injury or death to the undersigned and damage or destruction of the undersigned’s personal property. I hereby further covenant and agree for myself, my heirs, successors, legal representatives, and assigns, that I will not make any claim or institute any suit or action at law or in equity against the Released Parties as a result of such activities.

**Warning of the Dangerous Conditions on Premises**

The dangerous conditions listed below serve to warn me and make me aware, appreciate and understand that dangerous conditions, risks, and hazards exist on the Premises, both obvious and latent, both natural and man-made, that can cause serious bodily injury or death and damage or destruction of my personal property. My presence and activities on the Premises expose both me and my personal property to these dangerous conditions, risks, and hazards, both obvious and latent, and both natural and man-made, including, but not limited to, poisonous snakes, insects, and spiders; elevated blinds and tree stands, whether or not erected by the GHO Operator; 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; animals both wild and domestic that may be diseased and/or possessed with propensities to injure and/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 and without warning; persons with firearms and other lethal weapons both on and off the Premises; the presence of bare electrical wires to restrain livestock; and the use of vehicles, boats, and ATVs both on and off roadways, waterways, ponds, and lakes.

### **ASSUMPTION OF RISK**

Furthermore, I declare I am aware of the case *State ex rel. Texas Dep't of Parks & Wildlife v. Shumake*, 131 S.W.3d 66 (Tex. App. 2003), *as supplemented on denial of reh'g* (Apr. 15, 2004), *aff'd sub nom.*, decided by the Texas Supreme Court in 2006. In that case, a landowner's failure to warn of an extremely dangerous man-made condition potentially gave rise to a cause of action for gross negligence.

I hereby agree and declare that the "Warning of Dangerous Conditions on Premises" stated above **SERVES TO WARN ME OF ANY ACTUAL AND/OR POTENTIALLY DANGEROUS NATURAL OR MAN-MADE CONDITIONS** that I may reasonably expect to encounter on the Premises that 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 earlier and that I acknowledge and admit the following:

(1) understand and appreciate the nature and extent of the risks and dangers of being exposed to those and other associated dangerous conditions on the Premises; and

(2) voluntarily, expressly, and knowingly consent to exposing myself and my personal property to those and other associated dangerous conditions on the Premises.

By affixing my signature below, I knowingly, expressly, and voluntarily **ASSUME THE RISK** of my exposure to the dangerous conditions, risks, and hazards on the Premises. This assumption of the risk may be used by the GHO Operator as a defense in a court of law as outlined by the Texas Supreme Court in *Farley v. M M Cattle Co.*, 529 S.W.2d 751 (Tex. 1975), against any and all allegations either for negligence or gross negligence for failing to warn me of any dangerous natural or man-made conditions that I am apt to encounter expectedly or unexpectedly on the Premises. **This assumption of the risk does not extend to the GHO Operator's intentional misconduct.**

### **Severability**

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 of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

### **Length of Agreement**

This Agreement shall apply during the time that I am (we are) permitted on the Premises, now and in the future, and until this Agreement is revoked by all parties in writing.

### **Parental, Guardian, and Supervisory Responsibility for Minors and Indemnification for Injuries/Death**

In consideration for allowing \_\_\_\_\_ (enter the number in the blank) minor(s) to accompany me on the Premises, I agree to keep close supervision of the minor(s) in my watch and care at all times. I (we) further agree to indemnify and hold harmless the GHO Operator from and against all claims stemming from the injury and/or death of any minor(s) in my watch and care caused by my lack of or negligent supervision.

### **Consent or Denial for Use of Testimonial, Pictures, Etc.**

In the event photographs, slides, or videos are made of me while on the Premises, I consent to the GHO Operator's use of the photographs, slides, and videos in promoting and marketing the GHO Operator's hunting and recreational activities on the Premises. Likewise, by sending any testimonials or pictures via letters, emails, or otherwise of my experiences on the Premises to the GHO Operator, I consent to the GHO Operator using them in like manner.

\_\_\_\_\_ Yes, GHO Operator May Use the Material

\_\_\_\_\_ No, GHO Operator May Not Use the Material

**List of Recent Accidents and Incidents Occurring on the Premises**

In compliance with current Texas case law, the following is a list of all accidents and incidences that have occurred on the Premises and have involved injury or death to a hunter or guest or damage to or destruction of his or her personal property, within the past two (2) years:

- 1. In June 2015, during an upland bird hunt, there was an accidental death occurred in connection with an errant shotgun round.**

**DATED AND SIGNED**, as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Texas Hunting License/Doc. #

## **Exhibit “A”**

### **Guided Hunting Operations**

Below is a list of Guided Hunting Operations (“GHO”) a Participant may encounter on the Premises, to include but not be limited to the following:

1. Arrive at Lodge (Base of GHO) the day of the hunt or evening prior to hunt – wild animals may be in the road;
2. Review and Sign the following separate documents: (a) Guided Hunting Operations Release of Liability and (b) Agritourist Agreement & Warning;
3. Review of Nine Bar Ranch General Hunting Rules;
4. Sight In hunting rifles as necessary (but only with GHO persons present);
5. If Participant (and guests, if applicable) is staying overnight and arrives before a certain time, dinner to be provided the night before the hunt;
6. If Participant (and guests, if applicable) is staying overnight, breakfast to be provided the morning of the hunt;
7. Transportation to Hunting Stand, Blind, or other cover;
8. Assistance getting into and out of Hunting Stand, Blind, or other cover (if needed or requested by Participant);
9. If Transportation to blind/cover is not provided due to topography, assistance navigating terrain by foot will be provided by GHO Operator;
10. Help in selection of game to harvest by GHO Operator (if not predetermined by GHO Operator). Not applicable to hog hunts;
11. Assistance by GHO Operator in retrieval of harvested game over varied terrain which may include traversing live creeks and dry washes;
12. Transportation back to Lodge;
13. Lunch served to Participant (and guests, if applicable);
14. Harvested game will be Field Dressed, Skinned, or Quartered as desired by Participant; and
15. Depart Premises at the conclusion of GHO.

**AGREEMENT AND WARNING TO AGRITOURIST**

**(This is a separate release of liability and not a continuation of the Guided Hunting Operation Release of Liability)**

AS AN AGRITOURISM GUEST, I UNDERSTAND AND ACKNOWLEDGE THAT THE HOST, AN AGRITOURISM ENTITY, IS NOT LIABLE FOR ANY INJURY TO OR DEATH OF AN 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 OF INJURY, DEATH, PROPERTY DAMAGE, AND OTHER LOSS THAT MAY RESULT FROM THE AGRITOURISM ACTIVITIES OCCURRING ON THE PREMISES.

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 MINOR CHILDREN WHO ENTER WITH ME ON THE PREMISES. THIS DOCUMENT ALSO COVERS ANY OF MY MINOR CHILDREN ENTERING PROPERTY OF ANOTHER WITHOUT MY PRESENCE UNDER THE SPONSORSHIP OF A SCHOOL, CHURCH GROUP, OR OTHER ORGANIZATION NAMED BELOW.

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Signature of Agritourist Guest and/or Parent, Conservator, or Guardian)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Name or names of minors for whom this Agreement and Warning is binding who are the children of the Agritourist Guests or minors for whom they are the Conservator or Guardian.)

\_\_\_\_\_  
(Name of Organization Sponsoring the Activity for which the minor will participant.)

Waggoner & Sauder Ranch, Ltd., a Texas limited partnership,  
d/b/a Nine Bar Ranch, d/b/a Sweetwater Creek Bowhunting

By: Sauder Resource Management, LLC,  
a Texas limited liability company, General Partner

By: \_\_\_\_\_  
John Sauder, President