

ASSUMPTION OF RISK
GENERAL RELEASE AND INDEMNIFICATION AGREEMENT

I hereby acknowledge that I have knowingly and willingly entered into a Hunting Lease Agreement, or am a guest of a party bound by a hunting lease by and between Quarter Circle O Ranch and Hunting Club hereinafter referred to as "QCO" and dated this _____ day of _____, 200____. I understand the terms, provisions and conditions of the Hunting Lease Agreement and will abide by its terms, provisions and conditions.

In consideration of the privilege of entering upon QCO's land to participate thereon in hunting and/or other activities, I, _____, on behalf of myself, my heirs, legal representatives and assigns, hereby voluntarily and knowingly assume all risks and waive and release all claims related thereto, and agree to indemnify QCO, all as provided herein.

I understand and accept the "as-is" conditions and activities pertaining to the QCO and upon which I will enter including, but not limited to, the following:

1. The QCO land is unimproved being in a semi-wilderness state.
2. The QCO is not obligated to improve, alter or repair the property or to make it safe.
3. The QCO is not obligated to forewarn of dangerous conditions, whether latent or patent, that may exist upon the land.
4. The QCO is not obligated to patrol the land nor enforce hunting rules, regulations or laws thereon.
5. It is my full understanding that during my hunt various other activities may be conducted concurrently upon said land including, but not limited to, hunting, woodcutting, oil explorations and/or drilling, farming, managing livestock, constructing and maintaining roads, fences, pipelines, utility lines, and other improvements, and such other activities that may create hazards to my safety of which QCO will not be held responsible for in such event.
6. It is my full understanding that during my hunt other persons may be present from time to time within the same area, and that I must conduct myself in a careful and prudent manner with due regard for the safety and well being of such other persons.
7. The acts or omissions (including the active or passive negligence) of QCO its trustees, officers, employees, agents and/or such other persons or entities may result in loss, damage or bodily injury and/or including death to my persons of which QCO will not be held responsible.
8. It is my full understanding that during hunting seasons a severe fire hazard condition exists upon said land because of abundant dry grasses, leaves and vegetation which may create hazards to my safety of which QCO will not be held responsible for in such event.
9. It is my full understanding to use extreme caution when smoking, cooking and/or the operation of vehicles upon said land to prevent addition fire risks.
10. It is my full understanding that the roads and trails upon said land are not maintained free of ruts, rocks, loose materials, overhanging branches, and other hazards, and the steepness nature of the roadbeds and other attendant conditions are such that many of such roads and trails can only be traveled by four (4) wheel drive vehicles.

11. It is my full understanding that water found in streams, springs, pipelines, tanks and troughs is untreated, as to its quality and purity are uncertain, and such water should not be consumed due to the risk of its possible contamination.

I declare that, prior to the execution of this release, I have apprised myself of sufficient and relevant information pertaining to the QCO's land and its conditions and the activities to be encountered thereon, in order to intelligently exercise my judgment in the execution of this release, and further declare that my decisions to do so were in no way influenced by any declaration or representation of QCO, its trustees, officers, employees or agents.

I further acknowledge and understand that no warranty, either expressed or implied, is made by the Lessor as to the condition of the hunting lease (hereinafter the leased premises) located in Foard County, Texas, or any roads, buildings, gates or other improvements located thereon. This document is sufficient warning that dangerous conditions, risks and hazards exist. My mere presence on the leased premises exposes both myself and my property to risk, including but not limited to: poisonous snakes, insects and spiders; blinds and tree stands, whether or not erected by Lessor; erosion and general condition of the land, both on and off roadways, creating rough, hazardous and dangerous driving and walking conditions; animals, both wild and domestic that may be diseased and/or potentially dangerous; deep water; person with firearms, both on or off the leased premises; and the use of vehicles. I hereby state that I expressly assume all such dangers, risks and hazards.

In consideration for the right to enter the leased premises, I hereby release and agree to protect, indemnify and hold harmless the Lessor and his/her respective agents, employees and assigns from and against any and all claims, demands, causes of action and damages, including attorney's fees, resulting from any accident, incident or occurrence arising out of, incidental to or in any way resulting from the use of the leased premises and all improvements thereon, whether or not caused by the Lessor's negligence or gross negligence. This release applies during the time that I am on the leased premises.

I hereby further covenant and agree that I, my heirs, successors and assigns, will not make any claim or institute any suite or action at law or in equity against the Lessor or his/her respective heirs, agents, representatives, employees, successors or assigns.

As used in the release, the terms *I*, *my property* and *myself* are to include minors in my care while on the leased premises and the property of their persons.

Accordingly, I hereby assume full responsibility for risk or any and all claims, actions, losses, damages, and expenses for bodily injury or death and property loss or damage incurred by myself or arising out of or in connection with the entry, presence or activities of myself upon the land, and knowingly, voluntarily release QCO, its trustees, officers, employees, and agents from all liability and claims arising out of such matters whether due to the acts or omissions (including the active or passive negligence) of the QCO, its trustees, officers, employees, and agents or any other persons or entities; and I further agree to indemnify and hold harmless the QCO, its trustees, officers, employees and agents from loss, damages, liability, claims or expense (including but not limited to, attorneys fees) arising in any manner out of or in connection with my entry; presence or activities upon QCO Land.

I have read, understand and voluntarily execute this Assumption of Risk, General Release and Indemnification Agreement and intend that I and my heirs, personal representatives and assigns be bound hereby.

Executed _____ day of _____, 200____.

Signature: _____

Print Name: _____

Address: _____

Phone Number: _____