

Please read this Release carefully and sign it only if you fully understand it.

Release of Liability, Consent for Exposure to Dangerous and Hazardous Conditions, and Assumption of the Risk and Indemnification Agreement

I (we) hereby acknowledge that I (we) have knowingly and willingly become a party bound by the terms and conditions of a Hunting Lease Agreement by and between (Two Creeks Ranch, LLC (“Land Owner”) and New Fountain Operations, LLC (“Paloma Pachanga”), hereinafter “Lessor”, whether one or more *terms of which can be found on the website and you are subject to any changes thereon as notice is publication*), and the undersigned Hunter[s]. This document is a legally binding contract between Lessor and the individual(s) signing below (referred to interchangeably as “you” “me” or “us” herein).

Introduction. I (we) understand the terms, provisions and conditions of the Hunting Lease Agreement. I (we) agree to abide by its terms and conditions and also by the terms and conditions of this Release, Consent and Assumption –of-the-Risk Agreement. When used in this Release, the term Ranch means land I am allowed to hunt on, to participate in hunting and/or other shooting activities on, the facilities, and all improvements on such properties, each of which are operated by Paloma Pachanga.

I (we) acknowledge and understand that Lessor makes no warranties, either express or implied, to the condition and/or safety of the hunting lease and the improvements located thereon (hereinafter collectively referred to as the “leased premises”) located in Medina County, Texas and Zavala County, Texas.

Warning of the Dangerous Conditions on Leased Premises: The dangerous conditions listed below serve to warn me (us) and make me (us) aware, appreciate and understand that dangerous conditions, risks and hazards exist, both obvious and latent, both natural and man-made, that can cause serious bodily injury or death and damage or destruction of my (our) personal property. My (our) presence and activities on the leased premises expose both me (us) and my (our) 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, and domestic animals, including dogs, and any disease they may carry; elevated blinds and tree stands, whether or not erected by Lessor; 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 maybe 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; persons with firearms and other lethal weapons both on or off the leased 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; other hunters, poachers, trespassers, and persons on adjoining properties who may shoot or otherwise injure you, whether accidentally or intentionally; theft or vandilization of your personal property or giving or failing to give emergency medical care or “first aid;” any transportation of or failure to transport you to obtain emergency medical services; the absence of available emergency care; absence of persons trained in cardio-pulmonary resuscitation (CPR) and the absence of defibrillators or other emergency devices; equipment, drugs or supplies.

Waiver and Release of Claims: In consideration for the right to enter the leased premises, I (we) hereby waive and release all claims and agree to indemnify, defend and hold harmless the Lessor named above, his or her (or the) respective owners, heirs, agents, employees and assigns from and against any and all claims, demands, causes of action and damages, including, but not limited to, court costs, judgments and attorneys’ fees resulting from any accident, incident or occurrence arising out of, incidental to or in any way resulting from the use of or my (our) exposure to the conditions of the leased premises or the Lessor’s active or passive negligent conduct thereon. These include, among other things, injury or death to the undersigned and damage or destruction of the undersigned’s personal property. Also, I (we) hereby further covenant and agree that I (we), my (our) heirs, successors and assigns will not make any claim or institute any suit or action at law or in equity against the Lessor named above or his or her (or the) respective owners, heirs, agents, representatives, employees, successors or assigns by reason of the Lessor’s active or passive negligent conduct or by reason of the condition(s) of the leased premises, whether natural or man-made and whether the condition is caused by the Lessor’s active or passive negligence.

Assumption of Risk

Furthermore, I (we) declare I (we) are aware of *State v. Shumake, 131 S.W. 3d 66 (Tex. App. –Austin 2003), affirmed, 2006 WL 17;16304 (Tex.2006)* decided by the Texas Supreme Court in 2006. In that case, the landowner's failure to warn of an extremely dangerous man-made condition may give rise to a cause of action for gross negligence. I (we) hereby agree and declare that the "Warning of Dangerous Conditions on Leased Premises" stated earlier **serves to warn me (us) of any actual and/or potentially dangerous natural or man-made** condition(s) that I (we) may reasonably expect to encounter on the leased premises that may cause serious bodily harm or death or cause damage to or destruction of my (our) personal property. I (we) hereby state that I am (we are) aware of the dangerous conditions, risks and hazards mentioned earlier and that I (we): (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 (ourselves) and my (our) personal property to those and other associated dangerous conditions.

By affixing my (our) signature(s) below, I (we) knowingly and expressly **ASSUME THE RISK** of my (our) exposure to the dangerous conditions, risks and hazards expressed above. This assumption of the risk may be used by the Lessor as a defense in a court of law as outlined by the Texas Supreme Court in *Farley v. M.M. Cattle Co., 529 SW 2d 751*, against any allegations either for negligence or gross negligence for failing to warn me (us) of any dangerous natural or man-made conditions that I am (we are) apt to encounter expectedly or unexpectedly on the leased premises. **This assumption of the risk does not extend to Lessor's reckless or intentional conduct.**

THIS DOCUMENT IS A RELEASE: By signing this "Release", you are releasing the Released Parties from liability for any act or omission of Released Parties that may result in injury or death to you or loss of property. **In consideration of the right to enter the Ranch,** you hereby release and agree to protect, indemnify and hold harmless the Lessor, Land Owner and Paloma Pachanga and their respective heirs, agents, employees and assigns from and against any and all claims, demands, causes of action and damages, including attorneys' fees, resulting from any accident, incident or occurrence arising out of, incidental to or in any way resulting from the use of the right to enter the premises and all improvements thereon, whether or not caused by the Lessor, Land Owner or Paloma Pachanga's agents, employees, representatives or assigns negligence or gross negligence. This release applies during the time that you are permitted on the Ranch, and you covenant and agree, by signing below, that you, your heirs, successors and assigns will to make any claim or institute any suit or action at law or in equity against the Land Owner or Paloma Pachanga, or their agents, representatives, employees, successors or assigns by reason of conditions of the Ranch or activities occurring thereon.

The Severability Clause

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.

Length of Agreement

This Release and Assumption of the Risk Form applies during the time that I am (we are) permitted on the leased premises, now and in the future, up to and including one full hunting season per year, or until this agreement is revoked in writing by Lessor, whichever occurs earlier.

Parental, Guardian and Supervisory Responsibility for Minors and Indemnification for Injuries or Deaths
In consideration for allowing the minor(s) listed below to accompany me (us) on the leased premises, I (we) agree to keep close supervision of the minor(s) in my (our) watch and care at all times. I (we) further agree to indemnify the Lessor for all claims stemming from the injury and/or death of a minor or minors in my (our) watch and care caused by my (our) lack of or negligent supervision.

Released Parties Identified. You release the following persons, who are called the "Released Parties:" (i) Paloma Pachanga, every Land Owner of any related party or subsidiary of Land Owner owning or operating Paloma Pachanga, every manager, officer and agent of any operator of Land Owner or Paloma Pachanga; (ii) the Land Owner and every owner or member of Land Owner, every manager, officer and agent of Land Owner; (iii) every

other person who is present on the Ranch, whether legally or illegally; (iv) every person or legal entity with whom Paloma Pachanga or the Land Owner has contracted or engaged to perform services upon the Ranch; purchased supplies or equipment; or constructed improvements upon or altered the Ranch; (v) any oil and gas operator, lessee or contractor of the Ranch; and (vi) every person or legal entity, and any such entity's Land Owners, managers, officers and agents, which has leased or granted permission to Paloma Pachanga or the Land Owner to use or occupy such land, granting you the right to access for the purpose of hunting or other activities in which you may engage on the Ranch.

You are releasing the Released Parties from liability to you for their Negligence. You hereby release each of the Released Parties from claims, losses, damages, expenses, costs (including attorney's fees) or liability (collectively "Claims") for or arising out of their acts and omissions, even if the Claim results from any of the Released Parties' sole or concurrent negligence, that occurs or has occurred on or near the Ranch or traveling between the Ranch properties at any time due to your participation in activities, use of, or presence on the Ranch, including death, loss, damage, expense and cost, to you and to any person deriving rights from you, such as your spouse or children. You agree to abide by all the rules set forth by the Ranch, Land Owner, Paloma Pachanga and the Texas Parks and Wildlife Department.

Your Responsibilities and Indemnity. You are responsible for your own safety and the safety of other persons present on the Ranch with you. You agree to follow all Ranch rules that are given to you and to use reasonable judgment in your activities. You also agree not to injure any other person on the Ranch, not to injure any horses, cattle, sheep or other livestock, not to leave any gates open that permit livestock to leave pastures, not to litter, not to waste any resource of the Ranch, and not to harm, injure or damage any Ranch improvements or equipment. **You agree to indemnify, defend and hold each Released Person harmless from any Claim resulting from or arising out of your failure to observe and perform your obligations in this Release, including without limitation any Claim asserted by a person claiming to derive rights through You. You agree that you will not sue or bring any claim against any Released Party for any Claim that you have released in this Release. You further agree to indemnify, defend, and hold each Released Party harmless from any Claims resulting from your negligent or intentional acts or omissions.**

Consideration and Benefit. You are signing this Release in order to obtain access and permission to enter the Ranch and to engage in hunting and/or outdoor activities on the Ranch. This permission constitutes the consideration for this Contract. You specifically intend to include all Released Parties as beneficiaries of this Release even though they may not be specifically listed by name and although they may not sign this Release. By signing this Release, you acknowledge that there are many other places where you are free to hunt and participate in similar outdoor activities where the signing of this Release would not be required, but you have freely chosen to hunt and participate in such activities at the Ranch where your signing of this Release is required.

Consent for Use of Testimonial, Pictures, Etc.

In the event photographs, slides or videos are made of me (us) while on the leased premises, I (we) unconditionally consent to the Lessor's use of the photographs, slides and videos in promoting and marketing the Lessor's hunting and recreational activities on the leased premises. Likewise, by sending any testimonials or pictures via letters, emails or otherwise of my (our) experience on the leased premises to the Lessor, I (we) consent to the Lessor's using them in like manner.

List of Recent Accidents and Incidents Occurring on the Leased Premises

According to Texas Case law, the Lessor needs to warn hunters and guests of accidents and incidents occurring on the leased premises 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 to the damage or destruction of his or her personal property. The list covers all accidents and incidences occurring during the past two years. **NONE**

HUNTING DOGS: I understand that dogs will be present for pheasant and quail hunts. If a dog is killed or wounded by my gunfire, I agree to pay a fee of \$4,000.

PHEASANT AND QUAIL HUNTS: I am aware that I am required to wear a form of orange, whether it is clothing, a vest or a hat, in the field for safety purposes.

AGREEMENT AND WARNING TO AGRITOURIST

AS AN AGRITOURISM GUEST, I UNDERSTAND AND ACKNOWLEDGE THAT THE HOST, AN AGRITOURISM ENTITY, IS NOT LIABLE FOR ANY INJURY TO OR DEATH OF 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 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 AS ANY OF MY 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.

FINAL

You acknowledge that you have read each of the pages to this Release, you understand it thoroughly, you agree with its content and warning of potential hazards and injury which may result from your presence on or near the Ranch and traveling between Ranch properties. You agree to release the Released Parties from all liability resulting from your actions, or the actions of other people, and to assume full responsibility for any injury, death or property damage which you may sustain or cause during your visit to the Ranch.

You acknowledge that you are giving up important legal rights by contractually agreeing not to sue or make Claims against the Released Parties. You agree that you have been given the opportunity to seek an attorney’s opinion before signing this Release, and if you have not done so, it is because you have freely chosen not to do so, and no one has said or implied to you that such counsel is not necessary. You realize that attorneys should be consulted prior to signing contracts and this Release is a contract.

Minors and Parents

If you are accompanying a Minor, the undersigned is the parent (“Parent”) of the minor identified below (“Minor”). The Parent represents and warrants to the Released Parties that he/she is the parent or legal guardian of the Minor and has signed the foregoing Release and Waiver of Liability on behalf of the Minor and in that legal capacity binds the rights and interests of the Minor to the foregoing Release. All references to “you” in the foregoing Release also means the Minor. Further, the Parent hereby agrees to indemnify, defend and hold harmless the Released Parties for any and all Claims which the Minor or those on behalf of the Minor assert against the Released Parties contrary to this Release.

Dated and signed this _____ day of _____ 20_____.

(Hunter's or Guest's Signature)

(Hunter's or Guest's Printed Name)

Hunter's or Guest's Address:

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

"You" – Print Minor Name	Hunting License Number	Signature of Minor	Parent (1) – Print Name and Sign	Parent (2) – Print Name and Sign
#1				
#2				
#3				
#4				

Two Creeks Ranch, LLC
New Fountain Operations, LLC d/b/a Paloma Pachanga
*Agritourism Entity where the Agritourism
Activity will occur*