

GUEST LICENSE, WAIVER, RELEASE OF LIABILITY, AND INDEMNITY

THIS GUEST LICENSE, WAIVER, RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT (this “Agreement”) is entered into and executed by the guest as described below (“Guest”) for the purpose of granting Guest a License (hereinafter defined) to use certain properties leased for recreational purposes on the Gordon Ranch in Victoria County, Texas, (the “Property”).

1. Guest Information:

Print Name: _____

Mailing Address: _____

Telephone No.: _____

Emergency Contact: _____

Address of Emergency Contact: _____

Telephone No. of Emergency Contact: _____

Texas Hunting License No.: _____ Hunter Safety Certificate No.: _____

Minors:

Print Name: _____

Age _____ Texas Hunting License No.: _____ Hunter Safety Certificate No.: _____

Name: _____

Age _____ Texas Hunting License No.: _____ Hunter Safety Certificate No.: _____

2. License. In consideration of Guest’s access to, and use of, the Property and the mutual terms, covenants, and conditions set forth herein, the Guest is hereby granted a temporary license to use the Property on a nonexclusive basis for the purpose of hunting, fishing and other recreational uses (the “License”) for the period of time _____ (the “License Period”). If Guest occupies the Property for any period of time after the License Period, Guest will be deemed a trespasser for all purposes.

3. Waiver and Release. Guest hereby voluntarily releases, discharges, waives and relinquishes any and all actions or causes of action for personal injury, property damage or wrongful death occurring to Guest arising as a result of engaging in any activity or any activities incidental thereto on or about the Property, wherever or however the same may occur, and Guest for Guest, Guest’s heirs, executors, administrators and assigns hereby releases, waives, discharges and relinquishes any action or cause of action, aforesaid, which may hereafter arise for Guest and for Guest’s estate, and agrees that under no circumstances will Guest or Guest’s heirs, executors, administrators and assigns seek any damages of any nature whatsoever from Hat Creek Hunting Club, LLC (“Hat Creek”) or from its affiliated entities, or their respective agents, servants, officers, directors, partners, members, managers, employees, successors, and assigns, including, but not limited to, individually and corporately, Hank Holmes; Peter Johnson, Mobilease, Inc.; Jarrod Bryce Pollock “Beau”, TRIO Holdings, LLC; Mark C. Provine, Mako Oilfield Services LLC, Integral Oilfield Solutions LLC; Barrett Rouse; Rod Scarborough; Michael Soper, Legacy Funeral Group, LLC; Bill Wimberly; Shawn Campbell and the Gordon Ranch (collectively, the “Released Parties”), whether the same shall arise by the willful misconduct, negligence or gross negligence of Guest, any other party on or about the Property, Hat Creek, or the Released Parties.

4. Indemnity. Guest also agrees for Guest, Guest’s heirs, executors, administrators and assigns, that in the event any claims for personal injury, property damage or wrongful death shall be asserted against Hat Creek, the Released Parties, or both, for any act or acts of Guest, Guest shall indemnify and save them harmless from any and all said claims or causes of action made by whomever or wherever made or presented, including all attorneys’ fees and costs incurred thereby.

5. Covenants and Representations. Except as provided in Paragraph 6 below, Guest represents that Guest is at least eighteen (18) years of age and is of legal and sound mind to execute this Agreement. Guest acknowledges and represents that Guest has read each of the provisions contained in this Agreement, and Guest is fully aware of the legal consequences attendant to entering into this Agreement. Guest is fully aware of the potential dangers incidental to any hunting, fishing, and other activities for which Guest will participate in, on, or about the Property, including Guest’s potential exposure to dangerous conditions, and such risks and hazards including, but not limited to: poisonous snakes, insects, spiders, bees and wasps; blinds and tree stands; erosion and general condition of the Property, both on and off roadways and unpaved roads, creating rough, hazardous and dangerous driving and walking conditions; animals both wild and domestic that may be diseased and potentially dangerous; deep water; persons with firearms, both on or off the Property; bows and arrows, both on or off the Property; and the use of vehicles. Guest hereby assumes all such dangers, risks and hazards. Guest further agrees to abide by all federal, state, and local laws and regulations and to the extent required by law, Guest has successfully completed all hunter safety course(s). Guest covenants and warrants that Guest will care for and keep the Property clean and free from litter and other debris, including without limitation, all shotgun shells and bullet casings.

6. Minor Children. With respect to any and all minor children (under the age of 18 years – “Minor”) brought onto the Property by any Guest, it will be the sole and exclusive duty and obligation of such Guest to care for and protect each of such Minors at all times while traveling to and from the Property and on the Property. The Guest shall take all measures to ensure that such Minor(s) are properly licensed by all state and federal game management agencies for the appropriate age of such Minor and will ensure that all such Minor(s) abide by all state and federal game laws and Rules of the Property as instituted by Gordon Ranch and Hat Creek. Guest warrants and represents that such Minor has successfully completed all required hunter safety course(s). The Guest will further ensure that such Minor will be properly supervised with regard to the use of firearms while on the Property. Such Guest will be responsible for any injury to, or damage to the Property, by any such Minor. To the full extent permitted by law, the Guest hereby agrees that each Minor will be subject to all of the terms, conditions and provisions of this Agreement and hereby give all legal and necessary consent related thereto.

7. Jurisdiction and Venue. This Agreement shall be construed under the laws of the State of Texas. Venue for any action arising out under this Agreement shall be a state district court in Harris County, Texas.

GUEST:

Signature: _____

Printed Name: _____

Date: _____