

**PERMANENT LIABILITY RELEASE AND  
ASSUMPTION OF ALL RISK AND INDEMNITY AGREEMENT**

**Agreement / Waiver / Release of Liability and Full Assumption of Liability Contract**

HUNTING AND/OR OTHER SHOOTING ACTIVITIES INVOLVING FIREARMS ARE INHERENTLY DANGEROUS ACTIVITIES IN WHICH THE USE OF FIREARMS IN CLOSE RANGE OF OTHERS SOMETIMES OCCURS. THIS PROPERTY MAY HAVE OTHER DANGEROUS CONDITIONS, RISKS AND HAZARDS, BOTH OBVIOUS AND LATENT AND BOTH NATURAL AND MAN-MADE, INCLUDING BUT NOT LIMITED TO, HIDDEN OBSTRUCTIONS, THORNS, POISONOUS SNAKES INSECTS AND SPIDERS, ELEVATED BLINDS, STEEP INCLINES, SHARP AND JAGGED ROCKS LOCATED BOTH ON AND OFF ROADWAYS AND TRAILS THAT CREATE ROUGH, HAZARDOUS AND DANGEROUS DRIVING AND WALKING CONDITIONS, OR OTHER NATURAL OR MANMADE OBJECTS WHICH MAY BE DANGEROUS TO HUNTERS AND/OR THEIR VEHICLES. HUNTERS MUST LOOK OUT FOR THEIR OWN SAFETY FROM OTHERS BEARING FIREARMS ON THESE PREMISES AS WELL AS PHYSICAL CONDITIONS WHICH MAY EXIST ON THESE PREMISES. HUNTER / PARENT / GUARDIAN /CUSTODIAN HEREBY ACKNOWLEDGES THEY ARE VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY OR DEATH, PROPERTY LOSS OR DAMAGE.

**HUNTER'S RELEASE/WAIVER OF LIABILITY AND INDEMNITY**

As a part of the lawful consideration for being permitted by TADD Properties, LP, TADD Properties, LLC, Tim and Dee Dahlstrom, and any other property owners on whose land I am allowed ingress and egress (said lands collectively referred to as "TADD Ranch"), to participate in hunting, fishing, and/or other shooting activities and use of the facilities. I hereby agree to the following:

I am aware that hunting with firearms/archery, fishing, swimming, hiking, working, operating all terrain vehicles, and all other vehicles/equipment and related ranch activities and activities involving firearms and water (collectively referred to as the "Ranch Activities") are dangerous and expose me and any minors accompanying me to dangerous conditions. These dangerous conditions include, but are not limited to, poisonous snakes, insects and spiders; elevated blinds and tree stands; 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 and 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 TADD Ranch; 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. I hereby acknowledge that I have voluntarily chosen to participate in Ranch Activities with persons I may or may not know. 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 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 TADD Ranch.

I, the undersigned, do hereby unconditionally RELEASE, DISCHARGE AND AGREE NOT TO ASSERT A CLAIM AGAINST TADD Properties, LP, TADD Properties, LLC, their officers, owners, agents, individuals, directors, family members, partners, employees, guests, attorneys, insurers, host(s) and the property owners on whose land I am allowed to participate in Ranch Activities, (individually referred to as "Releasee", and collectively referred to as "Releasees") from all claims, demands, and/or causes of action, that I, my heirs, my family members, distributes, guardians, legal representatives, successors or assigns now have, or may in the future have, for any injury (including without limitation, personal injury or death to my person and/or children) or property damage or property loss resulting from the Ranch Activities, regardless of whether such injuries or damages result from the negligence in whole or in part, or other acts, of myself, Releasees, and/or any other person(s) engaging in the Ranch Activities.

I further agree, that in the event any suit or claim is instituted against Releasees arising in any way from my negligence, the negligence of my guest, or my children, my agents, my employees or any other persons using the facility with or without my permission; I agree to INDEMNIFY AND HOLD HARMLESS Releasees from all liability in connection therewith including, but not limited to, their attorney's fees and costs involved in connection with the defense of any such action. I further agree to assume any and all liability (including all attorney's fees and hospital and medical expenses) incurred for any and all claims, which arise during or result from any visit or occupation of the TADD Ranch and or participation in Ranch Activities.

I hereby agree to assume any and all liability for and to INDEMNIFY AND HOLD HARMLESS the Releasees for any claims which were caused in whole or in part by their own negligence or their gross negligence. I further expressly agree to assume all of the related expenses (including all attorney's fees and hospital and medical expenses) arising from Releasees negligence or gross negligence as it relates to any claim and/or actions that arise during, or result from, my use or occupation of the TADD Ranch and/or participation in Ranch Activities.

I hereby assume full responsibility INDEMNIFY AND HOLD HARMLESS Releasees from any loss, liability, bodily injury, property damage or loss, or cost, (including all attorney's fees and hospital and medical expenses) incurred by any Releasee arising out of my, my family members, my minors or my guests participation in Ranch Activities.

I UNDERSTAND THE RELEASE AND INDEMNITY STATED IN THIS AGREEMENT ARE SPECIFICALLY INTENDED TO BE APPLICABLE EVEN IF IT IS ALLEGED OR PROVED THAT ALL OR SOME OF THE DAMAGES INCURRED WERE CAUSED AS A WHOLE OR IN PART BY ANY ACT, OMISSION, NEGLIGENCE, GROSS NEGLIGENCE, OR ANY OTHER CONDUCT WHATSOEVER OF ANY OF THE RELEASEES.

I hereby attest that I will abide by all Federal, State, County and/or TADD Ranch laws and/or rules and regulations set out for the hunting, fishing and taking of game. In addition, I understand that I am responsible for all my actions and the Releasees are not responsible for my actions, the actions of others or for the theft or loss of any kind. I further agree not to possess, or use, any illegal substance(s), or consume an amount of alcohol that impairs my physical or mental state while on the TADD Ranch.

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 invalid.

Further, in the event photographs, slides or videos are made of me (us) while on the TADD Ranch, I (we) consent to the use of the photographs slides and videos in promoting and marketing hunting and recreational activities by any of the Releasees on the TADD Ranch. Likewise, by sending any testimonials or pictures via letters, emails or otherwise of my (our) experiences on the TADD Ranch, I (we) consent to the Releasees using them in like manner.

\_\_\_\_\_ Yes. You May Use the Material                      \_\_\_\_\_ No. You May Not use the Material

According to Texas Case Law, the Releasee 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.

Insect bites and stings.

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**Caution: READ BEFORE SIGNING**

I have carefully read this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement, and I fully understand its contents. I understand that I have given up substantial rights by signing it, and I am aware of its legal consequences. I am aware that this is a release of liability and a contract between myself and the Releasees and have signed it freely and voluntarily, without inducement, assurance or guarantee being made to me and intend my signature to be a complete and unconditional legal release of all liability to the greatest extent allowed by law.

I further agree that this is a permanent liability release waiver and discharge of me, my heirs, my family members, distributes, guardians, legal representatives, successors or assigns, and indemnity agreement. It shall be considered a continuing release and indemnity agreement, effective for current and all future visits to TADD Ranch until this agreement is revoked in writing.

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

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

**Parents, Guardian or Custodian with Minors**

As a parent, guardian or custodian, I am signing this document on behalf of my minor child and agree to be specifically bound to all the terms and conditions of this Agreement. 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. I have read the agreement, and I fully understand the terms herein, and I understand that I have given up substantial rights by signing it. I am aware of its legal consequences, and have signed this document freely and voluntarily without any inducement, assurance or guarantee being made to me. I intend my signature to be a complete and unconditional release of any and all liability to the greatest extent allowed by law and further agree to indemnify and save and hold harmless Releasees.

\_\_\_\_\_ Date \_\_\_\_\_

(Signature of Parent, Guardian, or Custodian of Minor)

\_\_\_\_\_

(Print Name of Parent, Guardian or Custodian of Minor)

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

Print Name(s) of Minor(s) below:

1) \_\_\_\_\_

2) \_\_\_\_\_

3) \_\_\_\_\_

4) \_\_\_\_\_