

RELEASE OF LIABILITY AND ACKNOWLEDGEMENT AND
ACCEPTANCE OF DANGERS, RISKS, AND HAZARDS

I hereby acknowledge that I am an invitee ("Invitee") of Marluc, LLC, a Texas limited liability company, or any of its partners, subsidiary or affiliate companies, or any managers or members of such subsidiary or affiliate companies or any of the family members, agents, representatives, or employees of Marluc, LLC, or any subsidiaries or affiliates (collectively, the "Owner"); and, as such, I have permission to enter the property at 4636 Halsell Ranch Road, Jacksboro, Texas 76458 in Jack County, Texas (the "Ranch").

I acknowledge and understand that no warranty, either expressed or implied, is made by the Owner as to the condition of the Ranch upon which I will have the right to enter or of any roads, buildings, gates, or other improvements located thereon. This document is sufficient warning that dangerous conditions, risks, and hazards do exist. My presence and activities on the Ranch expose both me and my property to dangerous conditions, risks and hazards, including but not limited to: poisonous snakes, insects, and spiders; blinds and tree stands (whether or not erected by Owner); erosion and general condition of the Ranch, both on and off roadways or paths, trails, creating rough, hazardous, and dangerous driving and walking conditions; animals, both wild and domestic, that may be diseased and/or potentially dangerous; deep water; persons with firearms both on or off the Ranch; and the use of vehicles on and off the Ranch. I hereby state that I expressly assume all such dangers, risks, and hazards.

Additionally, I (for myself and on behalf of my minor children, if applicable) release the Owner from all liability for damage, personal injury or death to my property or myself resulting from my activities on the Ranch, including but not limited to the following:

1. Carrying or operating a firearm or other weapon or being in the proximity of one;
2. Operating, repairing or riding a motorized vehicle (ATV, RTV, UTV, motorcycle, go cart or similar recreational vehicle, automobile, truck, tractor, implement, attachment or other motorized vehicle) or the malfunction thereof;
3. Falling, tripping, snakebites caused while sitting, walking, hiking, biking, jogging, running, hunting, climbing on rocks, hills, trees, poles, fences, steps, stairs, or walls or horseback riding;
4. Ingesting or contact with poisonous plants, animals or chemicals;
5. Being bitten or stung by dogs or other animals, birds, reptiles (rattlesnakes, water moccasins and copperheads are abundant), insects (scorpions and spiders are also plentiful);
6. Failure to use proper safety devices, or to follow proper guidelines or instructions, regardless of whether the person lacks knowledge of such devices, guidelines or instructions;
7. Drowning;
8. Operating any type of equipment (hand tools, power tools, or construction tools or equipment);
9. Sharp objects, including knives, machetes, hatchets, fencing;
10. Electrocutation, falling debris, nuclear fallout, or explosion including radiation exposure suffered;
11. Injury or damage from fires (wild, structural, or recreational);
12. Consumption of alcohol or any other substance that could hamper clear judgment.

As stated above, this list is not intended to be exhaustive.

1. NO ONE UNDER 18 YEARS OF AGE MAY HAVE A FIREARM OR OTHER WEAPON WITHOUT BEING ACCOMPANIED BY AN ADULT AT ALL TIMES.
2. NO ALCOHOL CONSUMPTION BY ANYONE UNDER 21 YEARS OF AGE.
3. NO UNSUPERVISED CHILDREN UNDER 18 YEARS OF AGE.

IN CONSIDERATION FOR THE RIGHT TO ENTER THE RANCH, I HEREBY RELEASE AND AGREE TO PROTECT, INDEMNIFY, AND HOLD HARMLESS THE OWNER AND ITS AGENTS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES, HEIRS, SUCCESSORS 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 MY USE OF THE RANCH AND ALL IMPROVEMENTS THEREON, WHETHER OR NOT CAUSED BY THE OWNER'S NEGLIGENCE OR WILLFUL MISCONDUCT.

This release applies during any time that I am permitted on the Ranch or if I enter the Ranch without permission, and continues in effect unless I withdraw it in writing; in which event, the Owner may deny me entry to the Ranch and, if I enter without permission, hold me to the terms of the release.

I hereby further covenant and agree that I, my heirs, successors, assigns, and designees will not make any claim or institute any suit or action at law or in equity for any reason arising out of my presence on the Ranch against the Owner or its agents, employees, contractors, representatives, heirs, successors and assigns.

As used in this release, the terms I, me, and myself include minors in my care while on the Ranch.

The undersigned Invitee acknowledges that he or she has read this Release, and has had ample opportunity to review this Release with an attorney, and is signing this Agreement voluntarily, without duress, and by signature hereby accepts and agrees, jointly and severally, to all of the provisions of this Release contained herein and agrees to responsibility under the terms and conditions contained herein for those named hereunder including minors.

INVITEE

Name (printed)

Address

City and Zip Code

Cell Phone

Name of child or other minor

Name of child or other minor

Name of child or other minor

Name of child or other minor

Signature of INVITEE/ Parent or Guardian

Date