

Dietze McCrabb Ranch

LIABILITY RELEASE AND INDEMNITY AGREEMENT

READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS

In exchange for participation in the activity of hunting and other recreational pursuits on the approximately 2,500 acres located in Victoria County and DeWitt County, Texas, known as Dietze McCrabb Ranch (“Dietze McCrabb Ranch”), and/or use of the property, facilities, and services of Dietze McCrabb Ranch, I, _____ (print full name) agree for myself and (if applicable) for the members of my family, to the following:

1. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by Dietze McCrabb, LP, or the employees, representatives, or agents of Dietze McCrabb, LP.
2. **I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge Dietze McCrabb, LP for injury, loss, or damage arising out of my or my family's use of or presence upon Dietze McCrabb Ranch, whether caused by the fault of myself, my family, Dietze McCrabb, LP, or other third parties.**
3. **I AGREE TO INDEMNIFY AND DEFEND DIETZE MCCRABB, LP AGAINST ALL CLAIMS, CAUSES OF ACTION, DAMAGES, JUDGMENTS, COSTS OR EXPENSES, INCLUDING ATTORNEY FEES AND OTHER LITIGATION COSTS, WHICH MAY IN ANY WAY ARISE FROM MY OR MY FAMILY'S USE OF OR PRESENCE UPON DIETZE MCCRABB RANCH OR THE FACILITIES OF DIETZE MCCRABB, LP.**
4. I agree to pay for all damages or injury to the chattel, property, and facilities of Dietze McCrabb, LP caused by my or my family's negligent, reckless, or willful actions. Any legal or equitable claim that may arise from participation in the above shall be resolved under Texas law.
5. **I UNDERSTAND AND ACKNOWLEDGE THAT DIETZE MCCRABB, LP IS AN AGRITOURISM ENTITY and I have already read and signed the separate document**

titled the "Texas Civil Practice & Remedies Code Chapter 75A Agreement and Warning."

6. I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that Dietze McCrabb, LP has offered to refund any fees I have paid to use its facilities if I choose not to sign this Agreement.
7. This Agreement and each of its terms are the product of an arms' length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.
8. The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.
9. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
10. In case of an emergency, please call _____
(Relationship: _____) at _____ (Phone
number).

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

DATE: _____

SIGNATURE: _____

PRINTED NAME: _____

TEXAS HUNTING LICENSE NUMBER: _____

TEXAS CIVIL PRACTICE & REMEDIES CODE
CHAPTER 75A AGREEMENT AND WARNING
(LIMITED LIABILITY FOR AGRITOURISM ACTIVITIES)

I UNDERSTAND AND ACKNOWLEDGE THAT AN AGRITOURISM ENTITY IS NOT LIABLE FOR ANY INJURY TO OR DEATH OF AN AGRITOURISM PARTICIPANT RESULTING FROM AGRITOURISM ACTIVITIES. I UNDERSTAND THAT I HAVE ACCEPTED ALL RISK OF INJURY, DEATH, PROPERTY DAMAGE, AND OTHER LOSS THAT MAY RESULT FROM AGRITOURISM ACTIVITIES.

DATED: _____

SIGNATURE: _____

PRINTED NAME: _____