

**RELEASE OF LIABILITY
AND
ACKNOWLEDGEMENT AND ACCEPTANCE
OF DANGERS, RISKS, AND HAZARDS
OF HUNTING LEASE**

I hereby acknowledge that I have knowingly and willingly entered a Hunting Lease Agreement or become a party bound by the terms and conditions of a Hunting Lease Agreement by and between Mesquite Grove, Inc., Baldrige Enterprises, Ltd. et al. (hereinafter referred to as the Lessor, whether one or more), and Jerry Hamilton and Dustin Nelson et al. dated _____. I understand the terms, provisions, and conditions of that Hunting Lease Agreement and agree to abide by its terms, provisions, and conditions.

I further acknowledge and understand that no warranty, either express or implied, is made by the Lessor as to the condition of the hunting lease (hereinafter referred to as the Lease Premises) located in Kent County, Texas or of any roads, buildings, gates or other improvements located thereon. This document serves to warn me that dangerous conditions, risks, and hazards do exist. My presence and activities on the Leased Premises 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 Lessor; erosion and general condition of the land, both on and off roadways or senderos, creating rough, hazardous, and dangerous driving and walking conditions; animals both wild and domestic that be may be diseased and/or potentially dangerous; deep water; persons with firearms, both on and/or off the Leased Premises; and the use of vehicles. I hereby state that I am aware of these facts and expressly assume all such dangers, risks, and hazards.

In consideration for the right to enter the Leased Premises, I hereby release and agree to protect, indemnify, and hold harmless the Lessor and his or her respective heirs, agents, employees and assigns from and against any and all claims, demands, causes of action, and damages, including attorney's fees, resulting from any accident, incident, or occurrence arising out of, incidental to, or in any way resulting from the use of the Leased Premises. I hereby further covenant and agree that I, my heirs, successors, and assigns will not make any claim or institute any suit or action at law or in equity against the Lessor or his or her respective heirs, agents, representatives, employees, successors, or assigns by reason of conditions of the Leased Premises or activities occurring thereon.

AGREEMENT AND WARNING: 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.

As used in this release, the terms I, my person and myself include minors in my care while on the Leased Premises.

Dated and signed this _____ day of _____, 20__.

Hunter's Signature

Hunter's Printed Name

Hunter's Address

Parent/Guardian Signature

