

# RELEASE OF LIABILITY AND WAIVER OF CLAIMS

For good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned \_\_\_\_\_ (insert name of Party) hereby releases from liability and waives any claims or causes of action against Beckett Ventures, Inc., Hall of Fame Land, LP, its officers and directors including but not limited to Joshua Beckett, in both their individual and any other capacity, its employees, agents, and sub-contractors, including outfitters/hunting guides, for bodily injury, property damage, or any other damage arising in contract, tort, or pursuant to any other legal theory resulting, directly or indirectly, from any hunting, fishing, or any other activity including, but not limited to, the use of the Herradura Ranch located in LaSalle County, Texas, and all improvements thereon, all vehicles, including all-terrain vehicles, hunting and fishing equipment including, but not limited to, guns, rifles and/or firearms, whether or not caused by the Lessor's negligence, gross negligence, or any other acts or omissions committed/omitted by any or all of the parties released herein.

The undersigned further acknowledges that the parties hereby released have made no written or other representations or warranties of any kind, either expressed or implied, regarding the condition/utility of the Herradura Ranch or any of the personal property situated thereon, including any or all vehicles, firearms, guns, or hunting equipment.

**The undersigned acknowledges that he/she may engage in hunting or other activities on one or more pieces of property not owned/leased by the parties released herein. The undersigned further acknowledges and agrees that this Release of Liability and Waiver of Claims applies to and covers any and all hunting and/or other activities occurring on property other than the Herradura Ranch and travel to and from such properties.**

The undersigned acknowledges that he/she may be exposed to dangerous conditions, risks, and/or hazards in connection with hunting or other activities. This document constitutes a sufficient warning concerning same.

I understand that my presence and activities on any or all of these premises may expose me and/or those in my care, custody and control, including minors, to dangerous conditions, risks, and hazards, including but not limited to: poisonous snakes, insects and spiders, elevated blinds, tripods and tree stands, whether or not erected by any or all of the parties released herein, 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 may be diseased and/or potentially dangerous, deep water in creeks and draws, other persons with loaded firearms in the field, both on and off the premises, and the use of all-terrain vehicles. There may be other risks, dangers, and hazards not specified herein that I may be exposed to. I hereby state that I am aware and expressly assume all such dangers, risks, and hazards.

**In consideration for, among other things, the right to enter onto the premises and/or to engage in hunting and/or other activities including, but not limited to, the use and/or enjoyment of the improvements, dining and/or lodging, I further hereby release from liability and agree to indemnify and hold harmless Beckett Ventures, Inc., Hall of Fame Land, L.P., John Beckett and Joshua Beckett, brought by or through the undersigned, 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 premises and/or all improvements and/or any and all personal property situated thereon or elsewhere, whether or not caused by the released parties' negligence or gross negligence.**

DATED and SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Entrants SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Texas Hunting License #: \_\_\_\_\_

Texas Hunting License Expiration Date: \_\_\_\_\_