

RELEASE OF LIABILITY AND COVENANT NOT TO SUE

THIS RELEASE OF LIABILITY AND COVENANT NOT TO SUE, executed on this _____ day of _____, 20 _____, by _____ (hereinafter the "Undersigned" or "I") of the City of _____, County of _____, State of _____.

The Undersigned acknowledges that his or her participation in such hunting expeditions is voluntary on his or her part, but is absolutely preconditioned on the Undersigned executing the within Release of Liability and Covenant Not To Sue.

The Undersigned represents to Company that:

1. He or she is in general good health sufficient to withstand the rigors of outdoor activities.
2. That he or she possess a current, validly issued hunting license from the State of Texas allowing the harvesting of game animals.
3. That he or she are aware that hunting can be a dangerous activity and have expressly assumed all risks attendant to hunting, including, without limitation, exposure to violent weather, rough, insecure and hazardous terrain, the presence of other hunters, wild animals, insects, reptiles, and poisonous vegetation which may be found upon the lands.
4. That he or she will comply with all rules that may be promulgated by Company, or by the owner of any property upon which such hunting expeditions are conducted (hereinafter "Owner"), regulating the hunting privileges hereunder or thereupon.
5. That he or she will comply with all applicable laws, including, but not limited to, game laws, endangered or protected species acts, land use regulations, preservation of cultural resources, burial sites, or other archeological sites, and the use or manufacture of controlled substances.
6. That he or she understands that the privilege to hunt will not be granted unless he or she signs this Release of Liability and Covenant Not To Sue.

THE UNDERSIGNED IS AWARE THAT HUNTING ACTIVITIES, IN GENERAL, AND HUNTING EXPEDITIONS, IN PARTICULAR, MAY BE HAZARDOUS ACTIVITIES, WHICH MAYBE INJURIOUS TO THE UNDERSIGNED, AND THE UNDERSIGNED IS VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH FULL KNOWLEDGE OF THE DANGERS INVOLVED AND DOES HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY, ILLNESS AND DAMAGE ARISING THEREFROM, WHATSOEVER.

In consideration of being allowed to participate in such hunting expeditions the Undersigned, and if applicable, the Undersigned's spouse agrees that I, or we, or my, or our, respective, heirs, distributees, guardians, legal representatives, successors or assignees, whomsoever, will not make any claim against, sue, attach the property of, or prosecute Company or Owner for illness, injury or damage to person or property resulting from the negligence or other acts, howsoever caused, by any invitee, licensee, contractee, guest, member, manager, employee, agent, or independent contractor of Company or Owner, whomsoever, as a result of the Undersigned's participation in such hunting expeditions. In

addition, I, or we, hereby release and discharge Company and Owner from any and all actions, claims or demands, whatsoever, that I, or we, or that my, or our respective heirs, distributees, guardians, legal representatives, executors, successors, or assigns, whomsoever, now have, or may hereafter have, for any illness, injury or damage resulting from the Undersigned's participation in such hunting activities, in general, and such hunting expeditions, in particular.

In consideration of being allowed to participate in any way in the program, related events and activities, I the undersigned, acknowledge, appreciate, and agree that:

1. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death.
2. **I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS**, both known and unknown, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES** or others, and assume full responsibility for my participation.
3. I willingly agree to comply with terms and conditions for participation. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.
4. By participating in or attending any activity in connection with this program, whether on or off the premises, I consent to the use of any photographs, pictures, film or videotape taken of me or provided by me for publicity, promotion, television, websites or any other use, and expressly waive any right of privacy, compensation, copyright or other ownership right connected to same.
5. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, **HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS Tactical Thermal Feral Hog and Predator Control LLC**, its officers, officials, agents and/or employees, other participants, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the event (RELEASEES), from any and all claims, demands, losses, and liability arising out of or related to any **INJURY, DISABILITY OR DEATH** I may suffer, or loss or damage to person or property, **WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE**, to the fullest extent permitted by law.

I, or we, as applicable, waive, release and discharge any and all claims, whatsoever, for illness, damages for death, personal injury or property damage which I, or we, as applicable may have, or which may subsequently accrue to me or to us, as applicable, as a result of my or our participation in such hunting activities, in general, and such hunting expeditions, in particular. This release is intended to discharge Company and Owner in advance, from and against any and all liability arising out of, or connected in any way, whatsoever, with, my participation in such hunting activities, in general, and such hunting expeditions, in particular, even though that liability may arise out of negligence or carelessness on the part of any person or entities, whomsoever. This release shall, however, only be applicable to Company and Owner, or to anyone acting by, under, or through Company and Owner.

The Undersigned understands that serious accidents occur and illnesses may arise during hunting activities, in general, and such hunting expeditions, in particular, and that participants in such hunting activities, in general, and hunting expeditions, in particular, occasionally sustain serious personal

injuries, illnesses and/or property damage, all as a consequence thereof. Knowing the risks attended to such hunting activities, in general, and hunting expeditions, in particular, the Undersigned, nevertheless, does hereby agree to assume those risks and to release and hold harmless all of the persons or entities mentioned above who, through negligence, carelessness or otherwise, might otherwise be liable to me (or to my spouse, heirs or assigns), for damages, and if applicable, my spouse joins in such assumption, release and indemnification given herein.

It is further understood and agreed that this waiver, release and assumption of risk is binding upon me or us, and if applicable, upon my spouse, as well, and also upon my, and our, respective, heirs, executors, successors, assigns, and personal representative, whomsoever.

I OR WE, AS APPLICABLE, HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS, I OR WE, AS APPLICABLE, ARE AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF, OR OURSELVES, AND THE COMPANY AND I OR WE, AS APPLICABLE, HAVE SIGNED SAME OF MY OR OUR OWN FREE WILL AND VOLITION. THE UNDERSIGNED SPECIFICALLY RECOGNIZES THAT BY SIGNING IT, HE OR SHE IS WAIVING ALL CLAIMS AGAINST COMPANY AND OWNER AND AGREEING TO INDEMNIFY COMPANY AND OWNER AND TO HOLD THEM HARMLESS FROM THEIR OWN NEGLIGENCE AND ALL OTHER CIRCUMSTANCES THAT MIGHT RESULT IN DAMAGE, INJURY OR DEATH TO THE UNDERSIGNED OR HIS OR HER PROPERTY AND THAT THE UNDERSIGNED HAS OR HAVE VOLUNTARILY AGREED TO BE BOUND BY ALL OF THE TERMS, CONDITIONS AND PROVISIONS OF THIS RELEASE.

In addition, the Undersigned permits the use of his or her voice, image and name in regard to any videos filmed, produced, distributed, and/or sold by Company with respect to any hunting activities, in general, and hunting expeditions, in particular, in which the Undersigned participates, in any way, whatsoever, under the auspices of Company, and which use shall be without remuneration from, or liability on the part of, the Company, in any form or manner, whatsoever.

Organization Name: Tactical Thermal Feral Hog and Predator Control LLC

I HAVE READ THIS RELEASE OF LIABILITY, COVENANT NOT TO SUE AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

X _____ (L.S.) WITNESS _____
UNDERSIGNED

Print Name Age Date

Emergency Phone Number to Contact Family: _____

X _____ (L.S.) WITNESS _____
UNDERSIGNED'S SPOUSE

Print Name Date

**FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINOR AGE
(UNDER AGE 18 AT TIME OF REGISTRATION)**

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liability incidents to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

X _____
Parent/Guardian Signature Date

Print Child's Name Child's Age

Print Child's Name Child's Age