

**DISCLAIMER, RELEASE OF LIABILITY, AND  
CONSENT TO RULES  
OF  
BRB HUNTING, LLC**

BRB Hunting, LLC, a Texas limited liability company (the “**BRB**”) require that each undersigned individual (each, a “**Hunter**”) who has determined to hunt upon, operate all-terrain vehicles upon, or otherwise use or access for any purpose (the “**Activity**”) any of the approximately 730 acres located in Concho County, Texas (the “**Property**”) execute this Disclaimer, Release of Liability, and Consent to Rules (the “**Agreement**”) by affixing the Hunter’s signature below. Failure to execute this Agreement will result in a prohibition of the Hunter’s participation in the Activity on the Property. BRB, and BRB’s member, managers, officers, employees, representatives, affiliates, and assigns (collectively hereinafter referred to as the “**Released Parties**”) are beneficiaries to this Agreement. Furthermore, the term Hunter shall also include the Hunter’s invitees, guests, assigns and others who are part of the Hunter’s party (the “**Hunter Parties**”). The Hunter acknowledges that this Agreement will be relied upon by the Released Parties, along with any additional documents executed contemporaneously herewith, all of which will govern the Hunter’s actions and responsibilities while participating in the Activity on the Property.

**DISCLAIMER**

THE HUNTER UNDERSTANDS THAT PARTICIPATING IN THE ACTIVITY OR ANY OTHER UNDERTAKING ON THE PROPERTY CAN BE INHERENTLY HAZARDOUS AND MAY RESULT IN **SIGNIFICANT MENTAL OR BODILY INJURY, OR EVEN DEATH**. The risks may include, but are not limited to, terrain, facilities, weapons discharge, temperature, weather, condition of participants, equipment, vehicular participants, other hunters, actions of other people, and lack of hydration or nutrition. The Hunter understands and hereby assumes all of these risks, including unforeseeable risks, which arise from participating in the Activity on the Property; including without limitation, any risks that may arise from negligence or carelessness on the part of the Released Parties, and/or dangerous or defective equipment or property owned, maintained, or controlled by any of them. The Released Parties shall not be liable or responsible for any loss, expense, damage, accident, delay, inconvenience, or injury to the Hunter which results directly or indirectly from any act or failure to act, or relating to or arising from participating in the Activity on the Property and/or the Hunter’s actions on the Property.

**RELEASE OF LIABILITY**

In consideration of being allowed to participate in the Activity on the Property, the Hunter hereby agrees and affirms, for the Hunter, the Hunter’s heirs, legal representatives and assigns, to:

- (A) WAIVE, RELEASE, ACQUIT AND DISCHARGE THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, COUNTERCLAIMS, DEMANDS, DAMAGES, CAUSES OF ACTION, LIABILITIES, OBLIGATIONS, OR SUITS OF ANY KIND, WHETHER KNOWN OR UNKNOWN, THAT ARISE FROM OR RELATE TO THE ACTIVITY OR THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR NEGLIGENCE, WRONGFUL DEATH, ANY CLAIM RELATED TO ANY DISABILITY, PERSONAL INJURY, OR PROPERTY DAMAGE, OR ACTIONS OF ANY KIND WHICH MAY HEREAFTER OCCUR, INCLUDING THOSE INJURIES AND DAMAGES CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES;
- (B) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, COUNTERCLAIMS, DEMANDS, DAMAGES, REASONABLE ATTORNEY’S FEES, CAUSES OF ACTION, LIABILITIES, OBLIGATIONS, OR SUITS OF ANY KIND, WHETHER KNOWN OR UNKNOWN THAT ARISE FROM OR RELATE TO THE ACTIVITY OR THE PROPERTY; AND
- (C) COVENANT AND AGREE NOT TO SUE THE RELEASED PARTIES IN CONNECTION WITH THE ACTIVITY OR THE PROPERTY.

**IT IS THE EXPRESS INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY PROVIDED FOR HEREIN IS AN INDEMNITY EXTENDED BY THE HUNTER TO INDEMNIFY AND PROTECT THE RELEASED PARTIES FROM THE CONSEQUENCES OF RELEASED PARTIES’ “OWN**

**NEGLIGENCE” WHETHER THAT NEGLIGENCE IS THE SOLE OR CONTRIBUTORY CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE.**

**CONSENT TO RULES**

The Hunter hereby acknowledges and agrees to abide by the rules set forth in Exhibit A attached hereto and incorporated herein (collectively, the “**Rules**”) as well as any other rules and policies BRB may instruct with regard to the Activities on the Property, written or verbal. The Hunter hereby acknowledges and agrees that the Hunter has read and approves the Rules and agrees to be bound by and accept the provisions of the Rules.

**MISCELLANEOUS**

The terms and conditions of this Agreement constitute the entire agreement between the parties. This Agreement shall be construed broadly to provide a release, waiver and indemnity to the maximum extent permissible under applicable law. If any provision of this Agreement shall be held invalid, the remainder of this Agreement shall not be affected and shall continue in full legal force. The parties agree and consent to venue and jurisdiction to resolve any matters that may arise under or relate to the terms of this Agreement in the State of Texas, Harris County. This Agreement is governed by Texas law and performable in Harris County, Texas. This Agreement and all contents herein, are expressly made binding upon and shall inure to the detriment of the heirs, legal representatives and assigns of the Hunter hereto.

By signing this Agreement, the Hunter agrees to be bound by all of the above stated terms and conditions as well as the rules stated in Exhibit A.

**THE HUNTER HAS READ THIS DOCUMENT AND FULLY UNDERSTANDS ITS CONTENT. THE HUNTER HAS BEEN OFFERED THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY OF HIS OR HER CHOOSING BEFORE SIGNING THIS AGREEMENT. THE HUNTER IS AWARE THAT THIS IS A DISCLAIMER AND RELEASE OF LIABILITY AND HAS SIGNED IT FREELY AND VOLUNTARILY.**

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**SIGNATURE**

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**DATE**

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**PRINTED NAME**

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**HUNTING LICENSE NUMBER, IF ANY**

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**ADDRESS**

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**PHONE**

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**CITY, STATE ZIP**

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**EMAIL**

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## EXHIBIT A

### Rules

1. The Hunter Party must have a valid Texas hunting license upon executing this Agreement.
2. The Hunter Party must follow and adhere to all local, state and federal laws. No person in the Hunter Party may shall exceed the legal “bag limits” allowed by the laws.
3. The Hunter Party must follow the guide’s recommendations and directions during the Activities.
4. All firearms must be unloaded before entering and leaving all hunting blinds or stations.
5. The Hunter Party must have their bolts open on all firearms when entering the lodge at the Property. All firearms are to be stored and kept in lockers or cubbies in the mud room and are not allowed throughout the lodge.
6. The Hunter Party is responsible for making sure the areas beyond and around their intended target or animal are clear and free prior to discharging any firearm.
7. The Hunter Party must sight any and all rifles that they are using in prior to their first hunt to insure their rifle is safe, accurate and operating correctly. It is at BRB’s discretion to deem a rifle unsafe or disqualified from being used on the Property or during any Activities.
8. Smoking is not allowed within the lodge or any other indoor facilities. Smoking is allowed only in designated areas. When a Hunter Party is in a designated area, it is mandatory to dispose of all cigarette butts in the designated containers to prevent damage to the Property and/or animals of the Property.
9. No hunting boots are allowed in the lodge.
10. No artifacts, sheds or ranch contents shall be removed from the Property at any time.
11. No stalking or roaming around the Property unless approved by BRB or your guide.
12. No personal vehicles are allowed to roam the Property and must remain in the guest parking areas while on the Property.
13. The Hunter Party must follow all signs on the Property, including but not limited to fencing, speed limit, animal, and rules signs.
14. The Hunter Party must report to their guide or BRB if any poaching, trespassing, or game violation is encountered on the Property.
15. The Hunter Party must report to BRB any breaks or openings in fencing that they encounter along the Property.
16. The Hunter Party must make sure all gates, including entry, are closed completely after passing through them. Upon driving in and out of the entry to the Property, we ask that you stop once you have passed through the gate and not to proceed until the gate has completely closed. Any defects or failures must be reported to BRB.
17. Please be considerate of other guests. Excessive noise is not permitted. Excessive drinking is not permitted. Excessive profanity and/or vulgarity is not permitted.
18. Please help us keep our lodge beautiful by picking up and placing trash in the designated containers and locations.
19. BRB does its best to maintain energy and water efficiency and ask that all guests assist with shutting lights, fans, faucets and powered equipment off when not in use.
20. Any animal(s) harvested outside of your hunting package will require full replacement cost according to the current fees and rates set for that animal(s). An animal is considered harvested once shot at during the hunt, regardless of animal being recovered or not.
21. All game animals harvested on the Property will be treated with the respect they deserve. All efforts will be made to recover wounded or crippled animals regardless of size, gender or species. A Hunter who cripples or wounds an animal will be required to pay the full fees for professional tracking services inside the high fence of the Property at their expense when all efforts have been exhausted by ranch staff to recover animal successfully