

H-5 TROPHY RANCHES

WAIVER AND RELEASE AGREEMENT

Please read carefully before signing;

This is a release of liability and waiver of certain legal rights.

In consideration for my being permitted to participate in the activities of **H5 Trophy Ranch, LLC**, I agree to the following Waiver and Release:

I acknowledge that Hunting has inherent risks, hazards, and dangers for that cannot be eliminated, particularly in a wilderness environment. I UNDERSTAND THAT THESE RISKS, HAZARDS, AND DANGERS INCLUDE WITHOUT LIMITATIONS:

Dangerous conditions, risks and hazards, whether blatant or visible, or known or unknown, including, but not limited to, firearms both on or off the property, poisonous snakes, insects, spiders, blinds, fires, tree stands, low-lying trees or branches, vehicles, erosion or general condition of the land, both on or off roadways or senderos, which may create rough, hazardous and dangerous driving, walking, animals both wild and domestic, deep water, mud and sand.

I hereby expressly and knowingly assume and release H5 Trophy Ranch, LLC from all such dangerous conditions, risks and hazards which may be associated with activities and my entry upon and use of the property.

I understand that risks, hazards, and dangers of hunting and have had the opportunity to discuss them with **H5 Trophy Ranch, LLC**. I understand that these activities may require good physical conditioning as well as degree of skill and knowledge. I believe I have that good physical conditioning and the degree of skill and knowledge necessary for me to engage in these activities safely. I understand that I have responsibilities, including the responsibility to exercise judgment and not participate or continue to participate in an activity when I believe it is unsafe for me or others to do so. My participation in this activity is purely voluntary. No one is forcing me to participate or continue to participate and I elect to participate in spite of the risks. I AM VOLUNTARILY USING THE SERVICES OF **H5 Trophy Ranch, LLC** WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS, OR DEATH.

Lastly, I, for myself, my heirs, successors, executors, and subrogates, hereby **KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS H5 Trophy Ranch, LLC. Their managers, officers, agents, employees, and volunteers from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorneys' fees) which are related to, arise out of, or are in any way connected with my participation in this activity including, but not limited to, NEGLIGENCE of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me or my property as a result of my engaging in these activities or the use of these services, animals or equipment, and facilities whether such damages, loss, injury, paralysis, or death results from negligence of H5 Trophy Ranch, LLC or from some other cause. I, for myself, my heirs, my successors, executors, and subrogates, further agree not to sue H5 Trophy Ranch, LLC as a result of any injury, paralysis, or death suffered in connection with my use and participation in activities of H5 Trophy Ranch, LLC.**

For purposes of this Release and Indemnification Agreement, as well as the Indemnification for Minors, I understand that any reference to H5 Trophy Ranch, LLC shall be interpreted to include Henry Ranch, LLC, JJB Lands, LLC, H5 Trophy Ranch, LLC, H5 Trophy Ranches, Henry TAW, LP, Henry Reserves, LP, and the Henry Revocable Trust.

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE AGREEMENT.

_____	_____
Date	Signature

	Print Name

	Mailing Address

	City State Zip

	Phone Number

If under eighteen years of age, parent, guardian, or custodian must sign the following indemnification:

INDEMNIFICATION FOR MINORS

In consideration for the above minor being permitted by H5 Trophy Ranch, LLC to participate in the activities of H5 Trophy Ranch, LLC which include, without limitation, the use of its property, services, animals, if any, equipment and facilities, I agree to the following waiver, release, and indemnification:

The undersigned parent, guardian, or custodian of the above minor, for himself/herself and on behalf of said minor, hereby joins the foregoing Waiver and Release and hereby stipulates and agrees to save and hold harmless, indemnify, and forever defend H5 Trophy Ranch, LLC, their managers, officers, agents, employees, and volunteers from and against any claims, actions, demands, expenses, liabilities (including reasonable attorneys' fees), and NEGLIGENCE made or bought by said minor or by anyone on behalf of said minor, as a result of said minor's participation in the activities of H5 Trophy Ranch, LLC and his or her use of the property, services, animals, if any, and equipment, and facilities of H5 Trophy Ranch, LLC. I, for myself and on behalf of said minor, further agree not to sue H5 Trophy Ranch, LLC as a result of any injury, paralysis or death that said minor suffers in connection with his/her participation in the activities of H5 Trophy Ranch, LLC.

Date

Signature of Parent, Guardian or Custodian of Minor

Print Name of Minor

Date

Witness