



RELEASE OF LIABILITY, INDEMNIFICATION AND
ACKNOWLEDGMENT AND ACCEPTANCE OF DANGERS, RISKS AND HAZZARDS

This Release of Liability, Indemnification and Acknowledgment and Acceptance of Dangers, Risks and Hazzards (hereinafter referred to as Agreement) is signed by the persons named below and is as follows:

1. Guest has been permitted to enter upon the Buckhorn Creek Ranch and participate in hunting activities and related Events, including but not limited to the operation of all-terrain vehicles, shooting Events and other similar activities (collectively referred to as the Events), whether held on the Premises of the Buckhorn Creek Ranch or elsewhere.

2. Guest hereby expressly acknowledges that hunting and other Events can be, and are dangerous and hazardous sports and Guest is familiar with all of the risks and hazards involved, and expressly assumes all of the risks and hazzards involved in hunting and other Events on the Buckhorn Creek Ranch both for himself/herself, his/her agents, children, employees, guests, invitee, licensees and representatives. This Agreement is sufficient warning that dangerous conditions, risks and hazzards do exist and that there are numerous dangerous conditions, risks and hazzards involved in the outdoor recreation and Events on the Buckhorn Creek Ranch and in use of the Premises including but not limited to the condition of roads, buildings, gates, deer blinds or other improvements on the Premises, poisonous snakes, insects and spiders, eroding and general conditions of the land both on and off roadways creating rough, hazardous and dangerous driving and walking conditions, animals, both wild and domestic which may be diseased and/or potentially dangerous, deep water, other persons with firearms on or off the Premises and the use of vehicles and/or all-terrain vehicles. Guest hereby agrees that Guest accepts the Premises "AS IS" and Guest expressly assumes all such dangers, risks and hazzards. Guest assumes all risks and agrees that Buckhorn Creek Ranch assumes no liability for the safety of Guest and/or Guest's property.

GUEST HEREBY EXPRESSLY ACKNOWLEDGES THAT ENGAGING IN HUNTING AND/OR FIREARM SHOOTING ACTIVITIES, INCLUDING THE DISCHARGE OF FIREARMS AND THE FIRING OF LIVE AMMUNITION AND OTHER EVENTS CAN BE AND IS A DANGEROUS AND HAZARDOUS SPORT WITH ACCOMPANYING RISKS OF PERSONAL INJURY, DEATH AND/OR LOSS OR DAMAGE TO PERSONAL PROPERTY AND EXPRESSLY ASSUMES ALL RISKS AND HAZZARDS INVOLVED IN ENGAGING IN SUCH ACTIVITY ON THE PREMISES BOTH FOR HIMSELF/HERSELF, HIS/HER AGENTS, CHILDREN, EMPLOYEES, GUESTS, INVITEE, LICENSEES AND REPRESENTATIVES. THIS AGREEMENT IS SUFFICIENT WARNING THAT DANGEROUS CONDITIONS, RISKS AND HAZZARDS DO EXIST AND GUEST HEREBY VOLUNTARILY ASSUMES ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OR GROSS NEGLIGENCE OF BUCKHORN CREEK RANCH AND GUEST FURTHER ASSUMES ALL RISKS INCIDENTAL TO SUCH PARTICIPATION AND FULL RESPONSIBILITY FOR GUEST'S PARTICIPATION.

3. In consideration of Buckhorn Creek Ranch permitting Guest to enter upon the Buckhorn Creek Ranch and participate in hunting and other Events, on his/her own behalf and on behalf of his/her heirs, executors, representatives, administrators and assigns, hereby RELEASES, PROTECTS, INDEMNIFIES, SAVES AND HOLD HARMLESS Malek Buckhorn Creek Ranch LLC, Malek Family Properties LTD, Frank Malek, Sue Malek, their heirs, executors, successors, agents, assigns, employees, representatives, officers, directors, members, and partners, of and from any and all claims, demands, proceedings, causes of action, damages, liabilities, costs and expenses of every kind or character, whether in law or equity, known or unknown, that Guest now has, ever had or hereafter can, shall or may have, including attorney's fees in any way resulting from the Guest's use of the Premises or engaging in any activities on the Premises.

THE RELEASE, INDEMNIFICATION AND HOLD HARMLESS PROVISIONS OF THIS AGREEMENT SHALL APPLY TO ANY AND ALL CLAIMS, DEMANDS, PROCEEDINGS, DAMAGES, LIABILITIES, CAUSES OF ACTION, COSTS AND EXPENSES OF EVERY KIND AND CHARACTER IN FAVOR OF ANY PERSON REGARDLESS OF THE CAUSE OF SUCH LOSS OR DAMAGE WHATSOEVER THAT MAY ARISE BY USE OF THE PREMISES AND/OR PARTICIPATE IN ANY EVENTS BY GUEST, EVEN IF THE DAMAGE AND/OR INJURY ARISES AS A RESULT OF, EITHER DIRECTLY OR INDIRECTLY, FROM THE NEGLIGENCE AND/OR GROSS NEGLIGENCE OF MALEK BUCKHORN CREEK RANCH, MALEK FAMILY PROPERTIES, LTD, FRANK MALEK, SUE MALEK, THEIRS HEIRS, EXECUTORS, SUCCESSORS, AGENTS, ASSIGNS, EMPLOYEES, REPRESENTATIVES, OFFICERS, DIRECTORS, MEMBERS, AND PARTNERS. If any action or legal proceeding is brought against Malek Buckhorn Creek Ranch LLC, Malek Family Properties LTD, Frank Malek, Sue Malek, their heirs, executors, successors, agents, assigns, employees, representatives, officers, directors, members, and partners, by reason of any claims, demands, damages, liabilities, causes of action, costs and/or expenses as herein set forth, Guest, upon notice from Buckhorn Creek Ranch, agrees to defend the action or legal proceeding with counsel acceptable to Buckhorn Creek Ranch.

4. Guest warrants that Guest is fully aware of and will comply with all game laws, rules and regulations as they apply to any game that may be hunted on the Premises and will have all permits and hunting licenses required by law or regulation.

5. Guest warrants that Guest is familiar with firearms in general and any firearm used by Guest. Guest is fully responsible and liable for any injury to persons or property as a result of the use or misuse of any firearm or ammunition by Guest or any person who might use a firearm or ammunition provided by Guest. If Malek Buckhorn Creek Ranch provides Guest with or allows Guest to use any firearm, ammunition, hunting equipment, vehicle or any other personal property owned by Malek Buckhorn Creek Ranch, Guest assumes all risk as to use, accepts such items "AS IS", and is solely responsible to inspect the items to insure they are safe and operable before use. Guest accepts full responsibility for the consequences of the use of any such personal property.

6. Guest gives Malek Buckhorn Creek Ranch all rights and privileges to photographs and videos taken while on the Premises, and there will be no compensation or payments given to Guest by Malek Buckhorn Creek Ranch for the use of such photographs or videos, all use of such photographs or videos being the sole right of the Malek Buckhorn Creek Ranch.

7. This Agreement shall not be construed more strongly for or against the Malek Buckhorn Creek Ranch.

8. All terms, provisions and agreements and obligations herein shall be construed under the laws of the State of Texas and shall be performable in Atascosa County, Texas.

For purposes of this Agreement, the following definitions apply:

- a. GUEST, as defined herein, shall mean and include the person signing this Agreement, his/her children, including any minors in Guest care while on the Premises, the Guest's agents, assigns, employees, guests, invitees, licensees, representatives, successors, heirs, and any other person, company, corporation or any other entity in privy with Guest.
- b. MALEK BUCKHORN CREEK RANCH shall mean and include Malek Family Properties, LTD, Frank Malek Ranch, Frank Malek, individually, Sue Malek, individually, their heirs, executors, successors, agents, assigns, employees, representatives, officers, directors, members, and partners.

I HAVE READ THE FOREGOING AGREEMENT AND FULLY UNDERSTAND ITS TERMS AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. I AM EIGHTEEN YEARS OF AGE OR OLDER OR, IF A MINOR, I AM SIGNING ALONG WITH MY PARENT OR LEGAL GUARDIAN BELOW.

This Agreement shall remain in full force and effect on each occasion I participate in any Events on the Premises.

DATED: _____

By: _____

(Printed Name)

FOR PARTICIPANTS OF MINORITY AGE
(Under 18 at the time of the Event)

This is to certify that I, as parent/guardian with legal responsibility for this Participant, do consent and agree to his/her release and indemnify agreement as provided above and, for myself, my heirs, executors, representatives, administrators and assigns, release and agree to defend, indemnify and hold harmless Malek Buckhorn Creek Ranch from any and all liabilities incident to the minor child involvement or participation in the Events as provided above and fully agree to all the terms and conditions of the Agreement as stated above.

DATED: _____

Parent/Guardian

(Printed Name)