



AGREEMENT AND WAIVER FOR _____ HUNTERS AND GUESTS (THH)
(Landowner)

This Agreement verifies that you are one of the hunters or guests allowed on the _____
Ranch situated in _____ County, Texas between _____ (Landowner)
and Texas Hero Hunts, Inc. and their assigns (Guests) dated
_____, 20____.

By signing this Agreement, you agree to the terms of this Agreement.

THE UNDERSIGNED HUNTER OR GUEST ACKNOWLEDGES THAT HUNTING ENTAILS BOTH KNOWN AND UNANTICIPATED RISKS WHICH COULD RESULT IN PHYSICAL INJURY, DEATH, OR DAMAGE TO PERSONS, PROPERTY AND THIRD PARTIES. I UNDERSTAND THAT SUCH RISKS SIMPLY CANNOT BE ELIMINATED WITHOUT JEOPARDIZING THE ESSENTIAL QUALITIES AND BENEFITS OF HUNTING. I EXPRESSLY AGREE AND PROMISE TO ACCEPT AND ASSUME ALL OF THE RISKS OF HUNTING ON THE PREMISES. I HEREBY EXPRESSLY RELEASE, WAIVE AND NOW RELINQUISH IN ADVANCE ANY AND ALL CLAIMS, ACTIONS AND CAUSES OF ACTION ARISING OR SUBJECT TO BEING ASSERTED AND I ADDITIONALLY AGREE TO SAVE, INDEMNIFY AND HOLD HARMLESS THE LANDOWNER, OR THEIR AGENTS, TRUSTEES, HEIRS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS WITH RESPECT TO ANY PROPERTY DAMAGE, PERSONAL INJURIES, OR DEATH WHICH MAY BE SUSTAINED BY THE UNDERSIGNED HUNTER, HIS OR HER HEIRS, FAMILY MEMBERS, ASSIGNS, AGENTS, GUESTS OR HUNTERS ARISING OR IN ANY WAY OR MANNER RELATED TO HUNTING ACTIVITIES AND/OR PHYSICAL PRESENCE UPON THE LANDOWNER'S PREMISES WHETHER THE RESULT OF THE NEGLIGENCE OF THE GUEST OR OWNERS OF THE PREMISES OR OTHERWISE.

FURTHER, I UNDERSTAND AND ACKNOWLEDGE THAT AN AGRITOURISM ENTITY IS NOT LIABLE FOR ANY INJURY TO OR DEATH OF AN AGRITOURISM PARTICIPANT RESULTING FROM AGRITOURISM ACTIVITIES. I UNDERSTAND THAT I HAVE ACCEPTED ALL RISK OF INJURY, DEATH, PROPERTY DAMAGE, AND OTHER LOSS THAT MAY RESULT FROM AGRITOURISM ACTIVITIES.

DATED: _____, 20____

(Print)

(Sign)

