

Indemnity and Release

In consideration for the right of myself as a Participant/Guest, _____, to enter any property owned or leased by Bateleur, LLC, Olifants, LLC, and each of their respective affiliates including but not limited to the ranch property located in Bandera County, Texas (the "Premises"), do hereby for myself, my invited guests, representatives, customers, family members, heirs, successors, assigns, licensees, or any other party present by my invitation on the Premises (including any minors) release and discharge and agree to protect, indemnify, and hold harmless Bateleur, LLC, Olifants, LLC and their respective agents, partners, shareholders, officers, attorneys, employees, heirs, successors, assigns, and each of their respective affiliates (hereinafter collectively referred to as the "Indemnities") from and against any and all claims, demands, causes of injury, sickness, death, incident or occurrence arising out of, incidental to or in any resulting from the use of the Premises (including all improvements thereon) and the use of the roads leading to and within the Premises for, but not necessarily limited to, the following activities (i) hunting, fishing, shooting, archery, canoeing, kayaking, swimming, hiking and other recreational activities, (ii) use of firearms, ammunition bows and arrows, and other hunting related equipment, (iii) transportation provided by the Indemnities (including ATV's), and, (iv) the consumption of alcoholic beverages during my stay on the Premises (or any adjacent or affiliated land). I hereby further covenant and agree for myself, my invited guests, representatives, customers, family members, heirs, successors, assigns, licensees, or any party present by my invitation on the Premises (including any minors), that all risk of being on the Premises is hereby assumed by me and that there will be no claims made or suits instituted against the Indemnities, or their agents, representatives, partners, shareholders, directors, officers, employees, heirs, successors or assigns with respect to injuries or damages to the person or property that may be suffered by myself, my invited guests, representatives, customers, family members, heirs, successors, assigns, licensees or any party present by my invitation on the Premises (including any minors).

To the extent that any provision contained herein is found to be unenforceable, such provision shall be deemed struck from this indemnity and release and such invalidity shall not in any way affect the other provisions contained herein, which provisions shall be enforced to the maximum extent permitted by law. This indemnity and release shall not be construed either more strongly for or against the undersigned or the Indemnities. I represent and certify that I am least eighteen (18) years of age or older, or if a minor, I acknowledge and represent that I have the permission of my parents and/or guardians to participate in the stated activities on the Premises. I acknowledge that notwithstanding any State's conflicts of law's provisions, the laws of the state of Texas shall exclusively apply to claims related to this indemnity and release. Further, venue for any proceeding brought pursuant to this indemnity shall lie exclusively in Pipe Creek, Bandera County, Texas. I hereby agree this indemnity and release shall be valid and enforceable through December 31st of the calendar year set forth below and following such date the terms and conditions set forth herein shall expire and be of no further force or effect.

DATE: _____, 20____

PRINT YOUR NAME: _____

SIGNATURE (Parent or Guardian Signature if Minor): _____

PRINT YOUR COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

HOST: _____