

**Hard Knocks Outdoors LLC Release of Liability,  
Consent for Exposure to Dangerous and Hazardous Conditions,  
and Assumption of the Risk**

I (we) hereby acknowledge that I (we) have willingly entered a Hunting Agreement, or become a party bound by the terms and conditions of a Hunting Agreement by and between Hard Knocks Outdoors (hereinafter referred to as the Lessor, whether one or more), and \_\_\_\_\_ bound by the Hunting Agreement, dated \_\_\_\_\_, 20 \_\_\_\_.

I (we) understand the terms, provisions and conditions of the Hunting Agreement. I (we) agree to abide by its terms and conditions and also by the terms and conditions of this release, Consent and Assumption of the risk Agreement.

I (we) acknowledge and understand the Lessor makes no warranties, either express or implied, as to the condition and / or safety of the hunting lease and the improvements located thereon (hereinafter collectively referred to as the leased premises) located at 17501 County Road 478, May, TX. 76857; 909 White Rock Road, Italy, TX. 76651; 19949 West Highway 22, Frost, TX 76641.

**Warning of the Dangerous Conditions on Leased Premises**

The dangerous conditions listed below serve to warn me (us) and make me (us) aware, appreciate and understand that dangerous conditions, risk and hazards exist, both obvious and latent, both natural and man-made, that can cause serious bodily injury or death and damage or destruction of my (our) personal property. My (our) presence and activities on the leased premises expose me (us) and my (our) personal property to these dangerous conditions, risk and hazards, both obvious and latent and both natural and man-made, including, but not limited to, poisonous snakes, insects and spiders; elevated blinds and tree stands, whether or not erected by lessor; eroded areas, holes, uncovered wells and septic tanks, steep inclines, sharp and jagged rocks located both on and off roadways and trails that create rough, hazardous and dangerous driving and walking conditions; animals both wild and domestic that maybe diseased and/or possessed with propensities to injure or kill; rushing and still waters with perils lurking above and beneath the surface' trees and tree limbs, both dead and alive, that may fall unexpectedly without warning; persons with firearms and other lethal weapons both on or off the leased premises; the presence of bare electrical wires to restrain livestock; and the use of vehicles, boats, ATV'S and UTV'S both on and off roadways, waterways, ponds and lakes. Farm equipment including but not limited to, tractors, grain planters, disks, plows, bull dozer and other farming and related equipment that may be setting or in use. Fencing including but not limited to wire, pipe and wood that could cut. Uncovered ditches dug for petroleum or natural gas pipe or any equipment or materials used by, rented, leased or owned by any company that has legal permission for construction while on the property. Any loose gravel, rock, dirt or other natural or manmade material exposed as a result from the construction of the petroleum pipe being laid.

**Waiver and Release of Claims**

In consideration of the right to enter the leased premises, I (we) hereby waive and release all claims and agree to indemnify, defend and hold harmless the Lessor named above, his or her (or the) respective owners, heirs, agents, employees, and assigns from and against any and all claims, demands, causes of action and damages including but not limited to, court cost, judgments and attorney's fees resulting from any accident, incident or occurrence arising out of, incidental to or in any way resulting from the use of or my (our) exposure to the conditions of the leased

premises of the Lessor's active or passive negligent conduct thereon. These include, among other things, injury or death to the undersigned and damage or destruction of the undersigned's personal property.

Also, I (we) hereby further consent and agree that I (we), my (our) heirs, successors and assigns will not make any claim or institute and suit or action at law or in equity against the Lessor named above or his or her (or the) respective owners, heirs, agents, representatives, employee, successors or assigns by reason of the Lessor's active or passive negligent conduct or by reason of the conditions (s) of the leased premises, whether natural or man-made and whether the condition is caused by the Lessor's active or passive negligence.

### **Assumption of the Risk**

I (we) hereby agree and declare that the "Warning of Dangerous Conditions on Leases Premises" stated earlier serves to warn me (us) of any actual and/or potentially dangerous natural or man-made condition(s) that I (we) may reasonably expect to encounter on the lease premises that may cause serious bodily harm or death or cause damage to or destruction of my (our) personal property.

I (we) hereby state that I am (we are) aware of the dangerous conditions, risk and hazards mentioned earlier and that I (we):

1. Understand and appreciate the nature and extent of the risk and dangers of being exposed to those and other associated dangerous conditions.
2. Voluntarily, expressly and knowingly consent to exposing myself (ourselves) and my (our) personal property to those and other associated dangerous conditions.

By affixing my (our) signature (s) below, I (we) knowingly and expressly ASSUME THE RISK of my (our) exposure to the dangerous conditions, risk and hazards expressed above. This Assumption of risk may be used by the Lessor as a defense in a court of law as outlined by the Texas Supreme Court, against any allegations either negligence or gross negligence for failing to warn me (us) of any dangerous natural or man-made conditions that I am (we are) apt to encounter expectedly or unexpectedly on the leased premises.

### **The Severability Clause**

If any term, provision, covenant, release, assumption or condition of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

### **Length of Agreement**

This Release and Assumption of the Risk Form applies during the time that I (we are) permitted on the leased premises, now and in the future, and until this agreement is revoked.

### **Parental, Guardian and Supervisory Responsibility for Minors and Indemnification for Injuries or Deaths**

In consideration for allowing \_\_\_\_\_ (number of) minor(s) to accompany me (us) on the leased premises, I (we) agree to keep close supervision of the minor(s) in my (our) watch and care at all times. I (we) further agree to indemnify the Lessor for all claims stemming from the injury and/or death of a minor or minors in my (our) watch and care caused by my (our) lack of or negligent supervision.

**Consent or Denial for the use of Testimonial, pictures, ETC.**

In the event photographs, slides or videos are made of me (us) while on the leased premises, I (we) consent to the Lessor’s use of the photographs, slides and videos in promoting and marking the Lessor’s hunting and recreations activities on the leased premises. Likewise, by sending any testimonials, pictures or video via letters, email, text mail, phone or otherwise of my (our) experience on the leased premises to the Lessor, I (we) consent to the Lessor’s using them in like manner.

\_\_\_\_\_ Yes, You May Use the Material      \_\_\_\_\_ No, You May Not Use the Material

**List of Recent Accidents and Incidents Occurring on the Leased Premises**

According to Texas Case Law, the Lessor needs to warn hunters and guest of accidents and incidents occurring on the Leased premises that may influence their decision to enter. The Following is a list of all accidents and incidents that involved injury or death to a hunter or guest or the damages or destruction of his or her personal property. The list covers all accidents and incidents occurring during the past two (2) years.

**No Accidents or Incidents to Report.**

I (we) have each read and fully understand the terms and conditions set forth by this agreement. I (we) are signing by this agreement own free will.

Date and signed this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_\_\_,

X \_\_\_\_\_

X \_\_\_\_\_

Hunter or Guest Printed Name

Hunter’s or Guest Signature

Hunter’s or Guest Address:

Hunter’s or Guest Address:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Texas Hunting License Number:

Texas Hunting License Number:

\_\_\_\_\_

\_\_\_\_\_

---

Matt Carr  
214-316-9701  
hardknocksoutdoors@yahoo.com  
www.hardknocksoutdoors.net

---