

## **INDEMNITY AGREEMENT, RELEASE OF LIABILITY, AND ACKNOWLEDGMENT AND ACCEPTANCE OF DANGERS, RISKS, AND HAZARDS OF HUNTING**

I hereby acknowledge that I am knowingly and willingly entering the "Premises", a lake property located in Brown County, Texas, and owned by Thomason Land Company, a Texas corporation, for the sole purpose of recreational use on and about the Premises. I understand and accept that recreation in, on and around a body of water including, without limitation, the use of watercraft or related apparatuses ("Watercraft Equipment") and other forms of recreation near or on the water such as fishing, jet skiing, skiing, tubing, observing such uses, playing games on the land, building any fire on the land, playing sports on the land which may include uneven ground or exposure to defects or wild or domesticated animals on or about the Premises, are each in and of themselves an inherently dangerous activity. I have further been informed of the rules for the Premises and Watercraft Equipment and agree to follow and abide by such rules, as may be amended from time to time. I am familiar with and shall abide by all applicable regulations, laws and ordinances related to the activities conducted, shall use the Premises only in compliance therewith and consistent with the best practices for the safety of myself, my guests and others. I shall cause each person in my party to likewise execute a copy of this agreement.

I further acknowledge and understand that THE PREMISES IS PRESENTED "AS-IS, WHERE IS" AND WITHOUT WARRANTY. NO WARRANTY, EITHER EXPRESSED OR IMPLIED, IS MADE BY THOMASON LAND COMPANY, OR ANY OF ITS OWNERS, DIRECTORS, OFFICERS, AFFILIATES, EMPLOYEES, OR AGENTS, INCLUDING, WITHOUT LIMITATION, AS TO THE CONDITION OF THE PREMISES, ITS FITNESS FOR THE PARTICULAR USE, OR AS TO THE CONDITION, SAFETY OR PASSABILITY OF ANY PATHS, ROADS, BUILDINGS, GATES OR OTHER IMPROVEMENTS LOCATED THEREON, OR AS TO THE CONDITION OR FITNESS FOR A PARTICULAR PURPOSE OF ANY WATERCRAFT EQUIPMENT. This document is sufficient warning that dangerous conditions, risks and hazards do exist on the Premises. My presence and activities on the Premises expose both me and my property to dangerous conditions, risks and hazards, including but not limited to damage, injury, illness, paralysis, or death. Such dangerous conditions may be caused by the following non-exhaustive list of exposures: poisonous snakes; insects and spiders; blinds and tree stands; erosion and general condition of the land, both on and off designated areas, roadways or pathways, whether created by nature or man, creating rough, hazardous and dangerous conditions; animals, both wild and domestic that may be diseased and/or dangerous; deep water, shallow water, person(s) with firearms both on or off the Premises; the use of large and heavy equipment; open trenches or pits; and the use of vehicles, boats or other equipment, including Watercraft Equipment, by myself and others. There may be other risks not known to me or not reasonably foreseeable at this time. I hereby state that I expressly and freely assume all such dangers, risk and hazards, known or unknown.

**IN CONSIDERATION FOR THE RIGHT TO ENTER PREMISES AND PARTICIPATE IN THE ACTIVITIES OFFERED THEREON, I HEREBY FULLY RELEASE AND AGREE TO PROTECT, INDEMNIFY AND HOLD HARMLESS THOMASON LAND COMPANY AND EACH OF ITS OWNERS, DIRECTORS, OFFICERS, AFFILIATES, AGENTS, EMPLOYEES, MANAGERS, AND ASSIGNS (TOGETHER, THE "INDEMNIFIED PARTIES") FROM AND AGAINST (1) ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, AND DAMAGES, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES, COSTS OF SUIT AND/OR SETTLEMENT COSTS, RESULTING FROM ANY ACCIDENT, INJURY, EVENT, INCIDENT OR OCCURRENCE ARISING OUT OF, INCIDENTAL TO OR IN ANY WAY RELATED TO MY PRESENCE ON OR NEAR THE PREMISES OR THE USE OR CONDITION OF THE PREMISES AND ALL IMPROVEMENTS THEREON, WHETHER OR NOT CAUSED BY AN INDEMNIFIED PARTY'S NEGLIGENCE IN WHOLE OR IN PART, AND SUCH RELEASE AND INDEMNITY SHALL APPLY EVEN IF CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR STRICT LIABILITY OF AN INDEMNIFIED PARTY (BUT WILL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED SOLELY BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNIFIED PARTY). FURTHER, I AGREE TO BE LIABLE FOR AND TO PAY UPON DEMAND TO THOMASON LAND COMPANY ANY AND ALL COSTS TO INDEMNIFY, DEFEND, OR CURE ANY DAMAGE OR INJURY CAUSED BY ME OR BY MY NEGLIGENCE OR THAT OF MY INVITEES TO PERSONS ON OR ABOUT THE PREMISES OR ENCOUNTERED IN CONNECTION WITH MY USE THERE OF OR OF ANY WATERCRAFT EQUIPMENT, IN ADDITION TO ANY COSTS OF COLLECTION, SUIT OR DEFENSE INCURRED INCIDENTAL THERETO. The indemnity contained in this paragraph will survive termination of this agreement.**

I hereby further covenant and agree that I, my heirs, successors and assigns shall not make any claim or institute any suit or action at law or in equity against any Indemnified Parties for any damage to or impairment or loss of property or its use or for injury, harm to, death or disability of a person, and **I HEREBY RELEASE ALL INDEMNIFIED PARTIES FROM ANY SUCH INJURY TO PERSON OR PROPERTY ON MY BEHALF, AND THE BEHALF OF MY HEIRS, SUCCESSORS AND ASSIGNS.** As used in this release, the terms I, my person and myself include minors in my care while on the Premises.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Signature