

RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

Introduction. This document is a contract between CCM Ranch, LLC, d/b/a 3 Amigos Ranch ("Company") and the individual signing below (referred to as "you" in this release). By signing this Contract, you are releasing the Company, the Owner and the other persons listed from liability for and agreeing to indemnify, defend and hold harmless the Company, the Owner and the listed persons from all claims and causes of action of any kind whatsoever that may arise from injury or death to you. Please read this Contract carefully and sign it only if you fully understand it. You are asked to sign this Contract because you have leased the right to hunt on the Ranch, you are the guest or invitee of a person who has leased or otherwise has the right to hunt on the Ranch, or you are a guide.

Ranch Identified. When used in this Contract, the term "Ranch" means the 810 acres in Young and Throckmorton Counties and all improvements on it, commonly called the 3 Amigos Ranch, owned by CCM Ranch, LLC.

Released Parties Identified. You release the following persons, who are called the "Released Parties:" (i) the Company, every owner of the Company, every manager, officer, agent and stockholder of the Company; (ii) the Owner and all the Owner's partners, officers, employees and agents; (iii) every other person who is present on the Ranch, whether legally or illegally; (iv) every person with whom the Company or the Owner has; contracted or engaged to perform services upon the Ranch; purchased supplies or equipment; or constructed improvements upon or altered the Ranch; and (v) any oil and gas operator, lessee or contractor of the Ranch.

Disclosures of Dangers and Risks. Hunting and outdoor recreation on the Ranch are very dangerous activities and involve lethal weapons. No list can include each and every accident or misfortune that can possibly occur to you on the Ranch. The dangers and risks include injuries that might arise from any of the following, any misuse or negligence involving the following, and any natural occurrence of the following:

Wildlife. Poisonous snakes, reptiles, spiders and insects; injured, diseased or startled animals; wild animals; and domestic animals.

Hunting and Outdoor Equipment. Guns, ammunition, knives and blades, sharp objects and equipment, bows and arrows, snares and traps, ladders, deer blinds or elevated stands (natural or man-made), trucks, jeeps, and modifications to them, and ATV's and UTV's and modifications to them.

Geography. Uneven ground, holes, caves, cliffs, steep grade, loose ground, rocks, and ditches; pipes; uneven roads, muddy spots and man-made changes to the terrain; standing, running detained and deep water; sharp brush and branches.

Weather. Exposure to cold, heat, rain, sun, flash flood, lightning strong winds, and tornados.

People. Other hunters, poachers, trespassers, and persons on adjoining properties.

Improvements. Water, irrigations, oil and gas, and electric lines, pumps, agricultural and farm improvements and implements; water tanks; swimming pool and bodies of water on the property; fences and cattle guards; indoor appliances; camp stoves; fuel tanks; and improvements made by other persons having a right to use the Ranch.

Disclaimer and Assumption of the Risk. No Released Person is making any promise or warranty to you as to the safety of the activity in which you choose to engage or as to the Ranch. You are assuming the risk of injury and death by being present on the Ranch and/or participating in hunting or other outdoor activity or observing other persons participating hunting or other outdoor activities. No Released Person is supervising the activity or behavior of any person present on the Ranch, including other Released Persons.

Your Responsibility. You are responsible for your own safety and safety of the other persons present on the Ranch with you. You agree to follow all Ranch rules that are given to you and to use reasonable judgment in your activities. You also agree not to injure any other person on the Ranch, not to injure any horses, cattle, sheep or other livestock, not to leave any gates open, not to litter, not to waste any resource of the Ranch, and not to harm, injure or damage any Ranch improvements or equipment.

Consideration and Benefit. You are signing this Contract in order to obtain permission to enter the Ranch and to engage in hunting and/or outdoor activities on the Ranch. This permission and the use of the Ranch constitute the consideration for this Contract. You specifically intend to include all Released Persons as beneficiaries of this Contract even though they may not be specifically listed by name and although they are not signing this Contract. If you are a minor, your parent must sign the attached parental release.

IN EXCHANGE FOR THESE CONSIDERATIONS, YOU HEREBY WAIVE, RELEASE, ACQUIT AND FOREVER DISCHARGE RELEASED PARTIES AND ALL OTHER PERSONS, FIRMS AND CORPORATIONS TO WHOM AND FOR WHOSE CONDUCT THE PARTIES HEREBY RELEASED MAY BE LIABLE, FROM ANY AND ALL CLAIMS, DEMANDS, LIABILITY AND CAUSES OF ACTION OF WHATSOEVER NATURE WHETHER IN CONTRACT OR IN TORT, AT COMMON LAW OR BY VIRTUE OF ANY STATUTE OR REGULATION, OF EVERY KIND AND NATURE, ARISING OUT OF INJURIES TO OR DEATH OF ANY PERSON(S), OR DAMAGE TO PROPERTY, OR BOTH, INCLUDING THAT OF YOU, YOUR MEMBERS, GUESTS, AGENTS, EMPLOYEES, INVITEES, LICENSEES, AND/OR TRESPASSERS, RELEASED PARTIES AND ANY OTHER PERSON, IN ANY MANNER ARISING OUT OF, HAVING TO DO WITH OR RESULTING FROM, BEING CAUSED BY, CONNECTED WITH OR RELATED TO ACTIVITIES, USES OR THE EXERCISE OR ENJOYMENT OF RIGHTS OR PRIVILEGES, OR DEFAULTS OR OMISSIONS, BY YOU, YOUR MEMBERS, GUESTS, AGENTS, EMPLOYEES, INVITEES, LICENSEES, AND/OR TRESPASSERS, UNDER THIS CONTRACT AND/OR UPON THE RANCH, REGARDLESS OF HOW, WHERE, OR WHEN SUCH INJURY, DEATH OR DAMAGE OCCURS, OR WHETHER IT IS DUE TO THE CONDITIONS ON OR DEFECTS IN THE RANCH, THE NEGLIGENCE OF RELEASED PARTIES, OR ANY OTHER CAUSE WHATSOEVER.

MOREOVER, YOU AGREE TO HOLD HARMLESS AND UNCONDITIONALLY INDEMNIFY RELEASED PARTIES AGAINST ALL CLAIMS (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES, EXPERT FEES, COURT COSTS, AND ANY OTHER COST RELATED TO DEFENSE OF ANY CLAIM) WHICH MAY BE ASSERTED AGAINST THEM BY ANY PERSON, INSURER, MEDICAL PROVIDERS, OR MEDICAL LIEN HOLDERS, AND ANY OTHER PERSON, FIRM OR CORPORATION CLAIMING BY, THROUGH OR UNDER YOU ARISING DIRECTLY OR INDIRECTLY FROM YOUR USE OF THE RANCH. THIS AGREEMENT TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE RELEASED PARTIES IS TO APPLY REGARDLESS OF WHETHER THE RELEASED PARTIES MAY BE IN WHOLE, OR IN PART, SOLELY, CONCURRENTLY, JOINTLY, ACTIVELY, OR PASSIVELY NEGLIGENT, OR GROSSLY NEGLIGENT, OR LIABLE UNDER DOCTRINES OF STRICT LIABILITY, WHICH CAUSED OR ARE ALLEGED TO HAVE CAUSED THE INCIDENTS AND/OR ACCIDENTS MADE THE BASIS OF ANY CLAIMS, INCLUDING ANY PURPORTED ACTS TO BE

RELEASED HEREIN. IT IS EXPRESSLY UNDERSTOOD THAT THIS PROMISE TO INDEMNIFY, HOLD HARMLESS, AND DEFEND SHALL BE VALID, BINDING AND IN EFFECT WITHOUT REGARD TO THE FAULT OR NEGLIGENCE OF THE RELEASED PARTIES AS STATED ABOVE, AND IS SPECIFICALLY WITHOUT LIMITATION AND WITHOUT REGARD TO THE LEGAL RESPONSIBILITY, IF ANY, OF THE RELEASED PARTIES.

Signed On _____, _____, 20____.

“YOU”

“COMPANY” CCM Ranch, LLC, d/b/a 3 Amigos Ranch

Signature

(Managing Partner)

Print Name

Address:

City, State, Zip Code

Telephone #'s: Home: _____ Cell: _____

Texas Hunting Lic. No. _____

Printed Name of Minor (if parent signing above for minor)