

Ascendiosa, LLC

190 CR 313

Goldthwaite, Texas 76844

WAIVER AND RELEASE AGREEMENT

In regards to Rocking P Ranch, managed by Ascendiosa LLC, located at 190 County Road 313, Lampasas TX. 76844

Please read carefully before signing. This is a release of liability and waiver of certain legal rights.

In consideration for my being permitted to participate in the activities of hunting and other recreational activities, I agree to the following Waiver and Release:

I acknowledge that hunting and outdoor recreation has inherent risks, hazards, and dangers for anyone, which cannot be eliminated, particularly in a wilderness environment. I UNDERSTAND THAT THESE RISKS, HAZARDS, AND DANGERS INCLUDE WITHOUT LIMITATION:

1. The risk of handling firearms and being near others that have firearms in their possession;
2. The risk of injury from ammunition and shot from other guns;
3. Walking in rugged country, including encounters with wildlife, animals and insects;
4. Inclement weather conditions;
5. The risk of injury from riding on an all terrain vehicle (ATV) or any vehicle used off the paved road;
6. The risk of injury from the use of tree stands and hunting blinds;
7. The risk of injury from fishing, hiking, swimming, boating;
8. The risk of injury from any and all outdoor, agri-tourism, recreational activities.

I understand the risks, hazards, and dangers of hunting and outdoor activities and have had the opportunity to discuss them with the above named party/parties. I understand that these activities may require good physical conditioning and a degree of skill and knowledge. I believe I have that good physical conditioning and the degree of skill and knowledge necessary for me to engage in these activities safely. I understand that I have responsibilities. My participation in this activity is purely voluntary. No one is forcing me to participate and I elect to participate in spite of the risks. I AM VOLUNTARILY USING THE SERVICES OF the above named party/parties WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS, OR DEATH.

Lastly, I, for myself, my heirs, successors, executors, and subrogates, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS the above named party/parties, their directors, officers, agents, employees, and volunteers from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorneys' fees) which are related to, arise out of, or are in any way connected with my participation in this activity including, but not limited to, NEGLIGENCE of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me or my property as a result of my engaging in these activities or the use of these services, animals or equipment, whether such damage, loss, injury, paralysis, or death results from negligence of the above named party/parties or from some other cause. I, for myself, my heirs, my successors, executors, and subrogates, further agree not to sue the above named party/parties as a result of any injury, paralysis, or death suffered in connection with my use and participation in the activities of hunting and outdoor recreation.

Initial: _____

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE AGREEMENT. This WAIVER also applies to any future visit of mine to The Rocking P Ranch.

Date _____

Signature _____

Print Name _____

If under 18 Parent Signature _____

If under 18 Print Parent Name _____

Mailing Address _____

City State Zip _____, _____

Phone Number (____) _____ - _____

E-mail _____@_____._____

Texas Hunting License Number _____