

**HUNTING RELEASE AND INDEMNITY AGREEMENT**

THE STATE OF TEXAS

THE COUNTY OF TRAVIS

BE IT KNOWN that the person signed below, (hereinafter called "Hunter") acknowledges the following, to wit:

That Hunter is to hunt property (hereinafter "Property") owned by Timmerman- Hagn, Ltd., Hagn and Timmerman, Ltd. and/or TACK Development, Ltd. (hereinafter "Owners") in Travis County, Texas. In consideration of Hunter being permitted to hunt on the Property, Hunter does hereby acknowledge for himself/herself and my heirs, successors, executors, and assigns, as follows to wit:

Hunter is at least 18 years of age. Hunter is experienced in hunting related activities and has no handicaps or other limitations which could impair his/her ability to participate in hunting and other activities on the Property.

Hunter is aware that hunting is an inherently dangerous activity. This Agreement is sufficient warning that dangerous conditions, risks, and hazards exist. Hunter's presence and activities on the Property expose both Hunter and Hunter's property to dangerous conditions, risks, and hazards including, but not limited to, poisonous snakes, insects and spiders, erosion and general condition of the land, both on and off roadways. These conditions may create rough, hazardous, and dangerous driving conditions. Hunter hereby states that Hunter expressly assumes all dangers, risks, and hazards.

Hunter understands that Owner makes no representations or warranties concerning the Property. Hunter is aware that he/she may encounter unknown and unforeseen dangers during use of the Property. Further, any questions Hunter has concerning the Property and this Agreement have been answered to Hunter's satisfaction. Hunter assumes all risks of any nature whatsoever that may result from my use of the Property.

Hunter on behalf of myself, my heirs, successors, executors, and subrogees, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS Owners, 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 Owners or from some other cause. I, for myself, my heirs, my successors, executors, and subrogees, further agree not to sue Owners as a result of any injury, paralysis, or death suffered in connection with my use of firearms and my participation in the activities of hunting. Hunter acknowledges having read the foregoing paragraphs, that he/she has been fully and completely advised of the potential dangers incidental to the hunting activities, and is fully advised of the legal consequences attendant to signing/executing this Agreement.

Voluntarily executed this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2024

\_\_\_\_\_  
Signature of Hunter

\_\_\_\_\_  
Printed Name of Hunter

\_\_\_\_\_  
Hunter's Address & Telephone No.

License# \_\_\_\_\_ Hunter's TPWL \_\_\_\_\_

**If under eighteen years of age, parent, guardian, or custodian must sign the following indemnification:**

**INDEMNIFICATION**

In consideration for the above minor being permitted by \_\_\_\_\_ to participate in hunting activities which include, without limitation, the use of its services, animals and equipment, I agree to the following waiver, release, and indemnification:

The undersigned parent, guardian, or custodian of the above minor, for himself/herself and on behalf of said minor, hereby joins in the foregoing Waiver and Release and hereby stipulates and agrees to save and hold harmless, indemnify, and forever defend Owners, their directors, officers, agents, employees, and volunteers from and against any claims, actions, demands, expenses, liabilities (including reasonable attorneys' fees), and NEGLIGENCE made or brought by said minor or by anyone on behalf of said minor, as a result of said minor's participation in the activities of hunting and his or her use of the property, animals, if any, and facilities of Owners. I, for myself and on behalf of said minor, further agree not to sue Owners as a result of any injury, paralysis or death that said minor suffers in connection with his/her participation in the activities of hunting.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Parent, Guardian or Custodian of Minor

\_\_\_\_\_  
Print Name of Minor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness