

RELEASE OF LIABILITY AND LIMITATION OF DAMAGES

THIS AGREEMENT is to limit the responsibility of K. C. Beefmasters, Bluff Creek Ranch, Lee County, Texas, and its owners, affiliates and employees (hereafter Landowners) and limit any potential recovery of damages by the undersigned from the Landowners. This agreement adds further limitations of legal actions you may file and adds further protections provided to the Landowners in Tex. Civ. Prac. & Rem. Code 75.001 through 75.004. It is understood this agreement is not a substitution, amendment or alteration of Chapter 75. It is agreed Landowners, do not provide any warranty, express or implied, regarding the condition of the premises, as that term is defined by Tex. Civ. Code 75-01(2). The property of the Landlord may have latent hazards including, but not limited to: holes, fence wire, livestock, snakes, water, chemicals and wild animals.

In consideration of the right to enter real estate owned, controlled, or managed by Landowner, I hereby release and agree to hold harmless the Landowner from any harm, such as, but not limited to gunshot wounds, animal attacks and or other injuries that may arise or occur while I, my spouse, my dependent(s), and or my property is upon the Landowner's real estate. I RELEASE K.C. BEEFMASTERS, BLUFF CREEK RANCH, AND ITS OWNERS, AFFILIATES AND EMPLOYEES, FROM ANY CLAIM OR LOSS CAUSED OR RESULTING FROM THE NEGLIGENCE OR GROSS NEGLIGENCE OF THE LANDOWNER, ITS EMPLOYEES, AND/OR INVITEES.

I agree any claims, actions or proceeding against the Landowner shall be litigated exclusively in Lee County, Texas. I hereby submit myself to the jurisdiction of any court located in Lee County, Texas. I waive any right I may have to remove, change, or transfer jurisdiction or venue out of Lee County.

ANY COMPENSATORY AND OR PUNITIVE DAMAGES THAT MAY BE AWARDED AGAINST LANDLORD FOR PERSONAL INJURY AND OR PROPERTY DAMAGES RESULTING FROM ACTIVITES UPON THE PREMISES OF THE LANDLORD SHALL NOT EXCEED \$10,000.

I acknowledge I have read, and agree to comply with the provisions of this agreement relating to any activities taking place on property owned, controlled or managed by K. C. Beefmasters Bluff Creek Ranch.

I agree to the terms and conditions of this agreement voluntarily in consideration of the right to enter upon the Landowner's real estate. The Landowners have relied upon this representation in allowing the undersigned to enter upon the real estate of the Landowner. I further state that I am of legal age and competent to sign this affirmation and release. Any copy of this agreement shall be admissible without objection in any action I may bring against the Landowners. Each and every provision of this agreement is supported by consideration. Should any portion of this agreement be void for any purpose, all other provisions shall remain in effect.

Dated and signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signature \_\_\_\_\_ Printed Name \_\_\_\_\_

Address \_\_\_\_\_

Signature of Spouse \_\_\_\_\_ Printed Name \_\_\_\_\_

Address \_\_\_\_\_