



Boulder Creek Ministries, Inc.
1009 Falls Parkway, Suite A
Marble Falls, Texas 78654

Release of Liability

Release of Liability and Acknowledgment and Acceptance of Dangers, Risks, and Hazards of a Hunting

I, the undersigned, hereinafter also known as Lessor, hereby acknowledge that I have entered into a short term lease and have knowingly and willingly enter into a Release of Liability Agreement and become a party bound by the terms and conditions of a Release of Liability Agreement by and between Boulder Creek Ministries, Inc. and West Grid Ranch (hereinafter the Lessor) and myself, _____, dated this day ____ of _____, 2007 to hunt on, camp on, ride on, and visit property known as West Grid Ranch located in Burnet County, Texas. In consideration for the access on the properties, the receipt and sufficiency of which is hereby acknowledged, I, the undersigned do voluntarily and knowingly execute this Release of Liability and Acknowledgment and Acceptance of Dangers, Risks and Hazards of outdoor activities with the expressed intention of effecting a release of all claims, both in tort and in contract, past, present, and future, known or unknown, of every kind, character, and description. The period of this agreement shall begin on _____ and expire on _____.

I hereby acknowledge and understand the terms, provisions and conditions of the Agreement and agree to abide by its terms, provisions and conditions. I further acknowledge and understand that no warranty, either express or implied, is made by the Lessor as to the condition of the hunting lease land and/or property (hereinafter the leased premises) located in Burnet County, Texas, or of any roads, buildings, gates, fences, hunting boxes (ground and/or elevated), blinds, chairs, tree stands, and wildlife feeders (mechanical and non-mechanical) or other improvements located thereon.

I hereby acknowledge that there are no warranties, either expressed or implied, as to fitness of purpose of the property, there are no guarantees of any nature whatsoever as to game animals available, and the success of the hunting is strictly at the risk and responsibility of the lessee, and there are no refunds or reimbursement for any expenses incurred or funds paid (except for Herd-Management Deposit) for any reason.

I hereby acknowledge, agree, and stipulate that I, have chosen of my own free will to go hunting, camping, and visiting on the leased premises and realize there are inherent dangers from outdoor activities including but not limited to horse back riding, shooting, riding motorized or non-motorized vehicles, hiking, camping and other outdoor activities which injury risks are involved and related activities, including but not limited to danger from other hunters, the inherent danger of injury from the use of firearms, and other dangers of any nature whatsoever, including but not limited to dangers to bodily injury which may occur from the use of firearms, knives, axes, arrows, traveling by vehicle over rough terrain, getting into and out of hunting boxes (ground and/or elevated), blinds, chairs, tree stands, and any other device used for hunting, overexertion or excitement and the risk of injury caused by other hunters. I hereby acknowledge that other hunters are present on leased premises and I will exercise caution and use any weapon.

Initials _____



I hereby acknowledge that this document is to warn me that dangerous conditions, risks and hazards do exist on the West Grid Ranch. Further, I acknowledge that although Lessor or landowner may have a greater knowledge of premises than Lessee, it is impracticable and impossible for Lessor or landowner to list and/or to physically show Lessee each and every possible hazard on the leased premises and Hunter enters onto the leased premises despite same and at Hunter's own risk without liability of Lessor or landowner. My presence and activities on the leased premises expose both me and my property to dangerous conditions, risks and hazards, including but not limited to: undeveloped, untamed, wild ranch land including but not limited to erosion and general condition of the land, both on and off roadways or senderos, creating rough, hazardous and dangerous driving and walking conditions including but not limited to holes, rocks, limbs, brush, low hanging limbs, dead limbs in trees, exposed roots, unstable soil, cracks in soil, bluffs, creeks, fence posts, barbed wire, etc., and including but not limited to the habitat to wild creatures including but not limited to poisonous snakes (rattlesnakes, copperhead, water moccasins, etc.), lizards, ticks, insects, spiders, fox, coyotes, bobcats, ringtails, raccoons, opossum, turtles, etc.; animals both wild and domestic that may be diseased and/or potentially dangerous; and including but not limited to any and all types of hunting boxes (ground and/or elevated), blinds and tree stands, whether or not erected by Lessor; deep water; persons with firearms both on or off the leased premises; and the use of vehicles. I hereby state that I expressly assume all such dangers, risks and hazards and I hereby state I will exercise caution when using hunting boxes (ground and/or elevated), blinds, chairs, tree stands, and any other device used for hunting.

In consideration for the right to enter the leased premises, I hereby release and agree to protect, indemnify and hold harmless the Lessor and his or her respective heirs, agents, employees and assigns from and against any and all claims, demands, causes of action and damages, including attorneys' fees, resulting from any accident, incident or occurrence arising out of, incidental to or in any way resulting from the use of the leased premises and all improvements thereon, whether or not caused by the Lessor's negligence or gross negligence.

I hereby further covenant and agree that I, my heirs, successors and assigns will not make any claim or institute any suit or action at law or in equity against the Lessor or his or her respective heirs, agents, representatives, employees, successors or assigns by reason of conditions of the leased premises or activities occurring thereon. As used in this release, the terms I, me, my, my person, myself and Hunter include minors in my care while on the premises.

I, the undersigned, have read this Release of Liability and Acknowledgment and Acceptance of Dangers, Risks and Hazards of a Day Hunting Lease and Understand all its terms. I execute it voluntarily with full knowledge of its significance.

Initials _____



(Lessee Signature)

(Lessee Printed Name)

(Full Home Address)

(Email)

(Phone Number)

(Valid Drivers License)

(Minors in Lessee's Care and Relationship)

(Witnessed By)

Date