

# **HUNTING AGREEMENT AND RELEASE**

## **Hunting Rules of the VV Cattle and Wildlife Ranch, LLC**

1. You must purchase a Texas state hunting license with appropriate tags, such as whitetail tags, for your hunt. Hunting licenses are available for purchase online or through numerous retail outlets that sell Texas hunting licenses. It is the hunter's responsibility to have the correct license and have the correct license on your person at all times during the hunt.
2. You are agreeing to know, understand, and abide by all applicable State, Federal, or Local hunting rules and regulations. You are agreeing that you and you alone are responsible for your actions. You are further agreeing not to possess or use and illegal substances while on the property or during the hunt and you will not consume an amount of alcohol that impairs your physical or mental state during the hunt.
3. You are purchasing a one person hunt pursuing \_\_\_\_\_ between the dates of \_\_\_\_\_ and \_\_\_\_\_. The price for the hunt is \_\_\_\_\_. Should you and VV Cattle and Wildlife Ranch, LLC ("Ranch") or your guide (if applicable) agree on taking additional animals, the price for those additional animals shall be set by VV Cattle and Wildlife Ranch, LLC, and, if at all possible, discussed before the take. Hunter agrees to pay the set price for any additional animals taken.
4. All pricing on animals taken is subject to verification after the kill. If you wound an animal, that is considered a dead animal and will be considered your animal for the hunt. Wounding an animal includes drawing blood, or hitting meat, hair, or bone. If hunter fires a shot or arrow at an animal and the animal is unable to be recovered during the hunt but is later recovered, hunter agrees to pay the set price for ALL animals taken, whether recovered during or after the hunt.

**Outfitters and Guides: If you purchased your hunt through a third-party outfitter or guide, please initial next to paragraph 5. If you did not, paragraph 5 does not apply to you.**

5. Hunter Initials: \_\_\_\_\_ Hunter has purchased this VV Cattle and Wildlife Ranch, LLC hunt through a third-party outfitter or guide ("Outfitter"). This Agreement and Release does not modify any agreement between Hunter and Outfitter but does set the agreement between Hunter and Ranch. Hunter agrees to be bound by this Agreement and Release.

## **Release and INDEMNITY Agreement**

6. As a part of the lawful consideration for being permitted onto the property and to participate in hunting or other shooting activities, Hunter agrees to release, hold harmless, and agrees not to assert a claim against VV Cattle and Wildlife Ranch, LLC, Stoneridge Ranch, LLC, any parent companies or subsidiaries, its owners or beneficiaries, its heirs or assigns, its directors, its officers, its agents, its attorneys, its insurers, its hosts, its family members, its guests, and/or its employees or independent contractors ("the Releasees") for any negligence or gross negligence resulting in property damage, personal injuries, bodily injury, emotional

distress, wrongful death, or any legal damages whatsoever. This agreement shall be binding on my heirs, my family members, distributes, guardians, legal representatives, successors, or assigns.

**7. HUNTING AND/OR OTHER SHOOTING ACTIVITIES INVOLVING FIREARMS ARE INHERENTLY DANGEROUS ACTIVITIES IN WHICH THE USE OF FIREARMS IN CLOSE PROXIMITY OF OTHERS SOMETIMES OCCURS. THE RANCH PROPERTY MAY HAVE OTHER DANGEROUS CONDITIONS, THIS RISKS AND HAZARDS OF WHICH ARE BOTH OBVIOUS AND LATENT AND CAN BE NATURAL OR MAN MADE, INCLUDING BUT NOT LIMITED TO STEEP INCLINES AND CLIFFS, SHARP AND JAGGED ROCKS LOCATED THROUGHOUT THE PROPERTY, DANGEORUS ANIMALS, HIDDEN OBSTRUCTIONS, THORNS, SNAKES, INCLUDING POISONOUS SNAKES, BITING INSECTS, SPIDERS, AND/OR OTHER NATURAL OR MAN-MADE OBJECTS WHICH MAY BE DANGEROUS TO HUNTERS, GUESTS, AND/OR VEHICLES.**

**8. HUNTERS ACKNOWLEDGE THAT THEY ARE VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH THE KNOWLEDGE OF THE DANGER INVOLVED AND AGREE TO ACCEPT ALL RISKS – WHETHER KNOWN OR UNKNOWN – OF INJURY OR DEATH, PROPERTY LOSS, OR DAMAGE.**

9. Hunter agrees that hunting and/or shooting activities is an inherently dangerous activity and is voluntarily assuming all risks, whether known or unknown, in participating in such activities. Hunter also agrees that hiking, operating all-terrain vehicles, and all other ranch related activities are inherently dangerous and is voluntarily assuming all risks, whether known or unknown, in participating in such activities.

**10. INDEMNITY: HUNTER AGREES TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES FROM ANY CLAIMS OF NEGLIGENCE OR GROSS NEGLIGENCE IN ANY ACTION BROUGHT BY, THROUGH, OR UNDER HUNTER, INCLUDING CLAIMS OF PERSONAL INJURY, WRONGFUL DEATH, OR PROPERTY DAMAGE OR DESTRUCTION. HUNTER UNDERSTANDS THE RELEASE AND INDEMNITY STATED IN THIS AGREEMENT ARE SPECIFICALLY INTENDED TO APPLY EVEN IF IT IS ALLEGED OR PROVED THAT ALL OR SOME OF THE DAMAGES INCURRED WERE CAUSED, IN WHOLE OR IN PART, BY ANY ACT OR OMISSION OF NEGLIGENCE, GROSS NEGLIGENCE OR ANY OTHER CONDUCT OF ANY OF THE RELEASEES.**

11. Severability: Should a Court of competent jurisdiction hold that any portion of this Agreement and Release is invalid or unenforceable, it shall not effect the validity or enforceability of the remaining provisions.

12. Choice of Law and Choice of Forum: This Agreement and Release shall be construed and enforced under the laws of the State of Texas. Any action through, under, or relating to this Agreement and Release or the hunt shall be brought in a court of competent jurisdiction in Jack County, Texas.

13. Entire Agreement: This Agreement and Release forms the entire agreement between the parties and may only be modified by a further written agreement signed by the parties.

DATE: \_\_\_\_\_

HUNTER:

VV CATTLE AND WILDLIFE RANCH, LLC

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

\_\_\_\_\_  
Signature

On Behalf of Legal Minors:

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# RECREATIONAL RANCH RELEASE

## Between Property Visitor and VV Cattle and Wildlife Ranch, LLC

AGREEMENT AND WARNING: I UNDERSTAND AND ACKNOWLEDGE THAT AN AGRITOURISM ENTITY IS NOT LIABLE FOR ANY INJURY TO OR DEATH OF AN AGRITOURISM PARTICIPANT RESULTING FROM AGRITOURISM ACTIVITIES. I UNDERSTAND THAT I HAVE ACCEPTED ALL RISK OF INJURY, DEATH, PROPERTY DAMAGE, AND OTHER LOSS THAT MAY RESULT FROM AGRITOURISM ACTIVITIES.

DATE: \_\_\_\_\_

PROPERTY VISITOR:

VV CATTLE AND WILDLIFE RANCH, LLC

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

\_\_\_\_\_  
Signature

On Behalf of Legal Minors:

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