

# **Texana Ranch**

## **Hunting Rules and Release of Liability**

1. NO hunting unless guided by the ranch manager or his designee. A guide cannot be held liable, however they will exercise their best judgment, and are in charge of the hunt at all times and have the authority to terminate a hunt at any time if the following rules are not abided by. If you comply with our rules and suggestions, you are certain to have a safe, fun, and successful hunt.  
\_\_\_\_\_ (Hunter's Initials)
2. SAFETY IS OUR MAIN PRIORITY HERE AT THE TEXANA RANCH. Please be aware that hunting and the mere handling of firearms is dangerous. You must be aware of your handling of the firearm and/or bow and arrow for your safety, your guide's safety, the safety of other individuals, and the safety of other animals in the pasture. Keep the muzzle of your firearm pointed in a safe direction AT ALL TIMES, and never put your finger on the trigger unless you are taking a shot.  
\_\_\_\_\_ (Hunter's Initials)
3. The hunter will be asked to use the OPEN BOLT POLICY. Actions on firearms must remain open, and chambers free of ammunition while traveling to and from hunting blinds, in the hunting cabin, and anytime except when ready to shoot an animal, target, or otherwise instructed by your guide.  
\_\_\_\_\_ (Hunter's Initials)
4. There will be no consumption of alcoholic beverages before or during the hunt.  
\_\_\_\_\_ (Hunter's Initials)
5. NO smoking while in the pasture, in blinds, or inside the hunting cabin.  
\_\_\_\_\_ (Hunter's Initials)
6. Do not leave trash on the ranch, in the blinds, etc.  
\_\_\_\_\_ (Hunter's Initials)
7. If BLOOD, HAIR AND OR BONE is found from an animal being shot by a firearm or bow and arrow, then the full price will be paid whether the animal is recovered/ found or not. However, the ranch will make every effort to recover the wounded animal. If found after the hunter leaves, the hunter will be notified and the animal sent to the hunter at the hunters' expense.  
\_\_\_\_\_ (Hunter's Initials)
8. It is the hunter's responsibility to be certain that NO other animal will also be hit by a bullet or an arrow that is fired by the hunter. If there is any doubt, DO NOT SHOOT. If another animal other than the intended target is killed, injured, or blood, hair or bone is found, the hunter will be charged for the second animal as well.  
\_\_\_\_\_ (Hunter's Initials)
9. Extreme caution must be exercised at all times since there are poisonous snakes and dangers from the animals themselves. Please be aware that the environment of a working ranch, with its various types of equipment and machinery, etc. and the natural environment including its wildlife, livestock, and all other flora and fauna make it a potentially dangerous environment. Extreme caution and awareness of all of these and any and all other factors while on the premises of the Texana Ranch are the sole responsibility of the individual.  
\_\_\_\_\_ (Hunter's Initials)

10. Any person, hunter and/or his/her family member(s) and/or his/her guest(s) are responsible for their safety and actions while on the Texana Ranch. Texana Ranch, its owners and/or its employees and/or its associates and/or its assignees, etc. assume no responsibility for any person, hunter and/or his/her family member(s) and/or his/her guest(s) for injury and/or death while on ranch premises. Any person, the hunter and/or his/her family member(s) and/or his/her guest(s) understand that they are engaging in a dangerous activity or sport due to the lethal weapons, and the dangerous, natural ranching environment in which these actions occur.

\_\_\_\_\_ (Hunter's Initials)

11. If you are taking a video camera or any other type of photographic equipment into the pasture or into the blinds, then you agree that ANY video film and/or still photographs, of any type, (here after known as "Pictures"), that are taken while on/at **Texana Ranch** are for your own private use ONLY and will NOT at any time be released, sold or given to any public or private individual, televised program, movie or video type production, newspaper, magazine or any type of publication, be it printed or televised/video or computer/internet, or any other type of photographic publication. These "Pictures" will NOT be given or sold to any third party, person, or company, etc. without the expressed written permission and consent of **Texana Ranch**. If any types of "Pictures" have received the authorization of the owners of **Texana Ranch** to be sold or released, then all such "Pictures" are at the control of the owners of **Texana Ranch** with the owners having the sole right to remove, allow, edit, etc. said "Pictures". The owners of **Texana Ranch** will also then receive 50% of any funds by the sell of such "Pictures".

\_\_\_\_\_ (Hunter's and/or Photographer's Initials)

This is a release, a waiver of rights and an agreement not to sue. By signing this release, i.e., this document, and the individual items listed above you are giving up your legal rights to sue. The execution of this document is a condition to participate in any activity and/or a hunt and/or a photo safari on **Texana Ranch** with Carty and Lynda Beal or their assignees.

The undersigned acknowledges that any activity and/or hunt and/or photo safari and all events and activities associated with it are dangerous activities and the participation of any activity and/or a hunt and/or a photo safari as a participant, an individual contractor or volunteer ("collectively Participant"), exposes the Participant to a substantial and serious risk or property damage, personal injury or death.

The undersigned acknowledges that participation in any activity and/or hunt and/or photo safari will involve such hazard and hereby agrees to assume those risks and to release and hold harmless all of the persons or entities mentioned herein who (through negligence or carelessness) might otherwise be liable to the undersigned (or the undersigned's heirs or assigns) for damages.

Being fully aware that participation in any activity and/or a hunt and/or a photo safari will expose said Participant to substantial and serious risk of property damage and/or personal injury or death, in consideration for having been given permission to participate in any activity and/or a hunt and/or a photo safari, the undersigned hereby releases **Texana Ranch** and Carty and Lynda Beal or its assignees or any successor interest and their respective owners, family members, employees, attorneys, and agents of each entity to organization from liability for any and all claims for damages for death, personal injury, or property damage which the undersigned may have, or which may hereafter accrue to the undersigns participation in any activity and/or a hunt and/or a photo safari which may be sustained, including all claims that are known and unknown, foreseen and unforeseen, future or contingent.

The undersigned agrees to indemnify, defend and hold **Texana Ranch** and Carty and Lynda Beal, its employees, its associates or its assignees harmless from any claim for property damage, personal injury or death in connection with the undersigned activity and/or a hunt and/or a photo safari. The undersigned further covenants not to commence or prosecute any action, suit or other proceeding against **Texana Ranch** and Carty and Lynda Beal or its assignees as a result of any property damage, personal injury or death resulting from participation in any activity and/or a hunt and/or a photo safari.

This document shall be binding upon me and all others whom I am representing and responsible for and my representative, heirs, successors, and assigns. The undersigned has read and voluntarily signed this Waiver, Release and Covenant Not To Sue and agrees to be bound by its terms.

**FOR THE HUNTERS AND GUESTS: If a minor, parent must sign release.**

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

PRINTED NAME: \_\_\_\_\_

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

PRINTED NAME: \_\_\_\_\_

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

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