Please read and review the RELEASE & INDEMNITY AGREEMENT below. You may read, sign, print, and mail to P.O. Box 838, Edna, Texas, 77957 OR read, sign, print, and bring to your appointment. If for some reason you misplace this document or are unable to print it a RELEASE form will be made available to you at your appointment.

RELEASE & INDEMNITY AGREEMENT

Each of the persons whose signatures are set forth below (hereinafter collectively called "the Licensee") makes the following representations, promises, warranties and agreements on behalf of themselves and on behalf of their spouse, children, heirs, executors, and administrators:

1. It is understood, agreed, and acknowledged by the Licensee that Avian Skies LLC is a hunting outfitter (“Outfitter”) which owns certain rights to conduct hunting and other recreational sports on certain rural / undeveloped private property which other third parties own and/or possesses (“Landowners”) in and around Jackson County, Texas (hereinafter called "the Property") which the Licensee desires to obtain permission to go upon, for purposes of hunting game birds and waterfowl (hereinafter “hunting”), wildlife viewing and other related outdoor recreational activities.

2. The Licensee makes the representations, warranties, and agreements set forth in paragraphs 3 (a) through (g) below, to and with the Outfitter in consideration for and in order to induce the Outfitter to grant the Licensee permission to go upon Landowners private property; and Outfitter's permission for Licensee to go upon Landowner's private property for the purpose of hunting, bird watching and other outdoor recreational activities is expressly conditioned upon the truthfulness and enforceability of Licensee's representations, warranties and written agreements set forth in paragraphs 3 (a) through (g) below.

3. In order to induce the Outfitter to grant Licensee permission to come upon Landowner's private property for the purpose of hunting, wildlife viewing and related outdoor recreational activities, Licensee represents, warrants and promises all of the following: (a) Licensee does hereby release, discharge, abandon and waive all claims and causes of action against the Outfitter, Outfitter’s employees, Outfitter’s officers, and the Landowners of all liability for all damage or injury resulting from Licensee's presence on Landowner's property; (b) Licensee is aware of the risks of injury and death inherent in the sport of wing shooting for game birds and waterfowl, and will use eye and hearing protection (glasses and ear plugs) while on the Landowner’s property during all hunting and other outdoor recreational activities; (c) Licensee is an experienced, safe hunter and handler of fire arms and the related equipment commonly used in hunting, wildlife viewing and other outdoor activities (i.e., shotguns, knives, hunting vehicles, etc.) and will carefully engage in only lawful and safe hunting and other outdoor recreational activities; (d) Licensee is aware and familiar with Licensee's own physical/medical condition and limitations, as well as type of country involved, as well as the wildlife and livestock existing on Landowners property (e.g., cattle, poisonous snakes, and insects); (e) Licensee is familiar with the conditions of the property, the hazards, risks, and dangers associated with hunting, wildlife viewing and other types of outdoor recreational activities, and agrees to assume all the risks associated with such activities; (f) Licensee will be responsible for his/her own safety, health and welfare while on Landowners’ property, and agrees not to expect Outfitter or Landowner to do so; and (g) if Licensee is a parent of a minor child(ren) who will be upon the Landowners’ property, Licensee assumes full and complete responsibility and control over the activities and safety of each such child; and Outfitter is not expected to assume any responsibility for the health or safety of any such child(ren).

4. In consideration of Licensee's representations, warranties, and agreements set forth in paragraphs 3(a) through (g) above, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and conditioned upon the truthfulness and enforceability of Licensee's representations and warranties, Outfitter conditionally grants Licensee, and Licensee's minor children, permission to go upon Landowners' private property for the limited purposes of hunting, wildlife viewing and other related outdoor recreational activities.

5. In the event Licensee's representations and warranties set forth in paragraphs 3(a) through (g) are not true, or that Licensee's agreements as set forth therein are unenforceable, Outfitter's conditional permission granted hereby shall be null and void; and, in that unlikely event, Licensee agrees that the duties of the Outfitter and Landowners, if any, are limited to the duties which Landowners owe to mere trespassers, if any, under Texas law.

6. IN FURTHER CONSIDERATION FOR OUTFITTER AND LANDOWNER'S CONDITIONAL PERMISSION, LICENSEE FURTHER AGREES FOR HIMSELF / HERSELF AND ON BEHALF OF HIS/HER SPOUSE, CHILDREN, HEIRS, EXECUTORS, AND ADMINISTRATORS, THAT HE / SHE WILL AND DOES HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS OUTFITTER AND LANDOWNERS FROM ALL CLAIMS, LIABILITIES, SUITS, DAMAGES, COSTS, OR EXPENSES WHICH OUTFITTER AND /OR LANDOWNER MAY HEREINAFTER BECOME LIABLE FOR AS A RESULT OF ANY PERSONAL INJURIES, PROPERTY DAMAGES, OR DEATH SUSTAINED BY LICENSEE WHILE ON LANDOWNER'S PROPERTY, INCLUDING BUT NOT NECESSARILY LIMITED TO ALL INJURIES, DEATH, OR DAMAGES SUSTAINED BY LICENSEE AS A RESULT OF OUTFITTER'S OWN NEGLIGENCE, STRICT LIABILITY IN TORT, LACK OF CARE, OR CONDITIONS EXISTING ON LANDOWNER'S PROPERTY.

8. This Agreement shall be construed under, and in accordance with the laws of the State of Texas; and the rights, duties and obligations of Licensee, Outfitter and Landowners, regarding anything covered by this Agreement, shall be governed by the laws of the State of Texas. Any dispute between Licensee, Outfitter or Landowners, regarding anything covered by this Agreement, will be filed, if at all, in a court of competent jurisdiction exclusively in Jackson County, Texas.

9. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable, in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

10. Licensee acknowledges by his/her signature hereto that he/she has carefully read, and fully understands the text and meaning of, this Agreement.

 EXECUTED in Edna, Jackson County, Texas, on this \_\_\_\_ day of , 20\_\_.

Please circle the correct answer:

• I do / do not give Outfitter permission to use my name and address as a referral to others who may be interested in visiting the Property.

• I do / do not give Outfitter permission to use my image (photographs and video) in photographic compilations, contests and on the internet.

LICENSEE:

By: Printed Name & Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_