

RELEASE OF LIABILITY, WAIVER, AND INDEMNITY AGREEMENT

I, _____, have contracted with South Texas Dove Hunting Co. to gain access to land for a white-wing and mourning dove hunt. This access is granted solely as a personal privilege in exchange for a monetary payment. I hereby acknowledge and agree to the following:

1. Definitions

“South Texas Dove Hunting Co.” includes its officers, directors, employees, agents, partners, and all associated entities.

“Hunter” refers to the individual signing this agreement.

“The Dove Hunt” refers to the white-wing and mourning dove hunt operated by South Texas Dove Hunting Co. for the 2024-2025 season.

2. Acknowledgement of No Warranties and Assumptions of All Dangers, Risks, and Hazards

I acknowledge and understand that no warranty, either express or implied, is made by South Texas Dove Hunting Co. regarding the condition, safety, or suitability of any property, land, premises, roads, right-of-ways, levees, water hazards, buildings, or any improvements used for the Dove Hunt. This agreement serves as an explicit warning that dangerous conditions, risks, and hazards are present on the premises and may pose significant safety threats to all participants.

I recognize that participation in the Dove Hunt may expose me, my guests, and family members to numerous hazards. These hazards include, but are not limited to: exposure to viruses such as COVID-19, influenza, and other infectious diseases; encounters with poisonous snakes, insects, and spiders that may cause severe allergic reactions or injuries; and adverse weather conditions such as extreme heat, heavy rain, strong winds, lightning, hail, tornadoes, and flooding, which can create unsafe environments.

Additional hazards include vehicular accidents or collisions involving off-road vehicles, ATVs, or other transportation methods used on uneven or eroded terrain; hazardous walking or driving conditions caused by mud, rocks, potholes, and other obstacles; and potential encounters with wild or domestic animals that may be diseased, aggressive, or otherwise dangerous. Participants may also face risks associated with deep water, ponds, or other bodies of water that can present drowning hazards.

There is an inherent risk associated with the use and presence of firearms during the Dove Hunt, including but not limited to accidental discharges, misfires, flying shotgun pellets, and the potential for hearing damage from repeated gunfire. Additional risks include the potential detainment, questioning, or arrest by Federal or State Law Enforcement officials, including

game wardens and immigration officers, due to the nature of hunting activities or any alleged violations of hunting laws and regulations.

I further acknowledge that the consumption of alcohol or any intoxicating substances before or during the hunt significantly impairs my ability to safely operate firearms and make sound decisions. I agree not to consume alcohol or any intoxicating substances until my hunt has concluded, and I have exited the property for the day to ensure my safety and that of others.

I expressly assume all such dangers, risks, and hazards associated with participation in the Dove Hunt. I also acknowledge that South Texas Dove Hunting Co. strongly advises the use of appropriate protective gear, including but not limited to protective clothing, sunscreen, impact-resistant eyewear, ear protection, and snake boots, to help mitigate these risks during the hunt. The decision to participate despite these warnings and recommendations is solely my own, and I fully accept responsibility for my safety and that of my guests.

3. Release

In consideration for the right to participate in the Dove Hunt, I hereby assume and accept full responsibility for any injuries, illnesses, accidents, or damages that may occur to me, my minor child, any legal wards, or any guests, including family members, whom I may bring. This includes any harm arising during or as a result of participation in the Dove Hunt, whether occurring on or off the designated property, including adjacent lands, premises, or areas where the hunt is conducted. This responsibility extends to all conditions and hazards described in Section 2, such as uneven terrain, wildlife encounters, weather events, and the presence of other hunters.

I expressly release, hold harmless, and discharge South Texas Dove Hunting Co., its officers, directors, employees, agents, and any associated persons from any and all claims, demands, damages, or liabilities of any kind. This release applies regardless of whether such incidents result from the negligence, gross negligence, or misconduct of South Texas Dove Hunting Co., my own actions, those of my guests, or those of third parties. It includes, but is not limited to, accidents involving firearms, slips and falls, adverse weather impacts, or any other hazards inherent in the hunting environment.

I further agree that this release covers all forms of liability, including claims for personal injury, property damage, emotional distress, or any other type of loss that may arise from my participation or that of my guests, family members, or legal wards. This release extends to any actions taken by law enforcement or other authorities related to hunting regulations, and I understand that South Texas Dove Hunting Co. cannot be held liable for the actions of such officials.

I covenant and agree that I, my heirs, executors, administrators, successors, and assigns will not make any claim, bring any legal action, or initiate any suit at law or equity against South Texas Dove Hunting Co., its respective heirs, agents, representatives, employees, successors, or assigns for any reason related to my participation in the Dove Hunt. This agreement not to

sue includes, but is not limited to, claims related to the condition of the property, actions of other hunters, exposure to environmental hazards, or unforeseen events that may occur before, during, or after the hunting activity.

By signing this release, I acknowledge that I have been fully informed of the risks and voluntarily waive my right to pursue legal action against South Texas Dove Hunting Co. I understand that this waiver and release are binding upon me and any minors or guests I bring, and that I have voluntarily accepted these terms in exchange for the privilege of participating in the Dove Hunt.

4. Indemnity

I agree to fully indemnify and hold harmless South Texas Dove Hunting Co. in the event of any claims, suits, injuries, damages, or losses incurred as a result of my participation in the Dove Hunt, including those affecting my minor child, any legal wards, or guests, including family members. This indemnity applies whether such injuries or damages occur directly or indirectly as a result of actions related to the Dove Hunt.

I further agree that this indemnification extends to any liabilities arising from the actions, omissions, or inactions of myself, my minor child, any guests, or other third parties I bring to the Dove Hunt. This includes, but is not limited to, incidents caused by negligence, gross negligence, misconduct, breaches of contract, statutory violations, or any other conduct, whether intentional or unintentional, by myself, my guests, or any third parties present during the hunt.

This indemnity provision covers all forms of damages, including, but not limited to, personal injury, property damage, and emotional distress. It also includes any expenses, court costs, attorneys' fees, or other related costs incurred by South Texas Dove Hunting Co. in defending or settling such claims. The indemnity applies regardless of whether the claim, lawsuit, judgment, or loss is caused, in whole or in part, by the actions, negligence, or conduct of South Texas Dove Hunting Co., its agents, employees, or any associated entities.

In the event that any claim or cause of action is asserted against South Texas Dove Hunting Co. related to my participation in the Dove Hunt, I agree to provide a defense at my own expense. If I fail to provide an adequate defense, South Texas Dove Hunting Co. reserves the right to defend, pay, or settle the claim at its discretion and seek full recourse against me for any expenses incurred, including legal fees, settlement costs, and other related damages.

I acknowledge that this indemnity is made in accordance with the Texas Supreme Court's express negligence doctrine and that I am fully aware of my responsibilities under this agreement. By signing this document, I agree to indemnify South Texas Dove Hunting Co. to the fullest extent permitted by law.

5. Texas Civil Practices and Remedies Code

I fully understand and acknowledge that my participation in the Dove Hunt is subject to the protections and limitations outlined in the Texas Civil Practice and Remedies Code, specifically

Chapter 75 and Chapter 75A, including sections §§ 75.001 et seq., and §§ 75a.001 et seq. These statutes encompass the Recreation Use Statute and the Agritourism Activities Act, which provide liability protections to landowners, lessees, and occupants of recreational properties.

The Recreation Use Statute is designed to encourage private landowners to make their land available for recreational purposes by limiting their liability for injuries sustained during activities such as hunting. This law provides that landowners, lessees, or occupants are not liable for injuries to individuals entering the property for recreational purposes unless there is gross negligence, malicious intent, or willful or wanton conduct that directly causes the harm. I understand that South Texas Dove Hunting Co., as a landowner or lessee, benefits from these legal protections and is not required to ensure the safety of the premises or warn of dangerous conditions inherent to outdoor recreational activities.

The Agritourism Activities Act similarly limits the liability of property owners engaged in agritourism activities, such as hunting, by recognizing the inherent risks associated with these activities. This Act serves to protect owners from claims arising from the ordinary dangers that participants may encounter, such as encounters with wildlife, uneven terrain, and other natural hazards. I acknowledge that by participating in the Dove Hunt, I am engaging in an activity covered under these protections and assume full responsibility for my safety and the safety of my guests.

I further recognize that these statutes do not create an obligation for South Texas Dove Hunting Co. to maintain the property in a condition that is safe for all visitors. Instead, they place the responsibility on participants to be aware of and accept the inherent risks. My signature on this agreement confirms my understanding of these legal limitations, my acceptance of the risks involved, and my agreement that South Texas Dove Hunting Co. is not liable for any injuries or damages that may occur during my participation in the Dove Hunt.

7. Miscellaneous Provisions

This Release, Waiver, Indemnity, and Acknowledgment Agreement is fully performable in Cameron County, Texas, and any legal disputes shall have venue exclusively in said county. This Agreement shall be governed and construed in accordance with the laws of the State of Texas. I certify that I, my minor child, and any guests, including family members whom I bring, will strictly adhere to all Federal and State fish and game regulations as set forth by the Texas Parks & Wildlife Commission, the U.S. Fish & Wildlife Service, and any other applicable laws or regulations. This includes complying with all hunting regulations, such as using appropriate firearms, adhering to bag limits, and ensuring the legal operation of hunting activities. Each hunter is personally responsible for supplying their own shotgun plug and ensuring it is correctly installed to comply with hunting laws.

Furthermore, should performance of any obligations under this Agreement become illegal, impossible, or impractical due to unforeseen circumstances beyond the control of South Texas Dove Hunting Co. or myself—such as fire, flood, severe weather, acts of God, governmental mandates, labor disputes, war, epidemic, pandemic, national or regional emergencies, terrorist

actions, strikes, riots, or any other force majeure events—the performance of said obligations will be suspended for the duration of the hindrance, provided the affected party gives reasonable notice of such events and diligently seeks to overcome the effects of the force majeure.

If any portion of this Agreement is found to be unenforceable, the remainder shall remain in full force and effect. This Agreement represents the entire understanding between the parties and supersedes all prior negotiations, representations, or agreements, whether oral or written. This document is binding upon and shall insure to the benefit of South Texas Dove Hunting Co., the Hunter, and their respective heirs, executors, administrators, legal representatives, agents, and assigns.

Name

Texas Hunting License Number

Signature

Date