

WAIVER OF LIABILITY

**(AND ACKNOWLEDGMENT OF
ACCEPTANCE OF DANGERS, RISKS, AND
HAZARDS OF HUNTING)**

COUNTY of KIMBLE

STATE of TEXAS

KNOWN YE ALL MEN BY THESE PRESENTS:

That I, _____ (name) of _____ (city), desire to enter upon the JETTON Ranch of Kimble County, State of Texas (the "Property") as a guest of CHALK CREEK EXOTICS for the purpose of hunting which I acknowledge is a potentially dangerous sport that could result in the loss of my life, the lives of others and my property. I therefore agree to exercise reasonable and due care in hunting upon the Property. I agree to know and abide by all policies, rules, and restrictions governing hunting on the Property. A copy of those policies, rules and restrictions has been furnished to me by an agent of CHALK CREEK EXOTICS.

I further acknowledge and understand that no warranty, either expressed or implied, has been made by the Property owners, CHALK CREEK EXOTICS, or their agents regarding the condition of the Property or its facilities. I agree to use any instruments or facilities on the property at my own risk. I acknowledge and accept that my presence on the Property exposes me to many dangerous conditions, risks, and hazards including, but no limited to: poisonous snakes, insects and spiders, hunting stands, rough terrain, animals both wild and domestic that are diseased and/or potentially dangerous, deep water, persons with firearms both on and off the Property, and the uses of standard and recreational vehicles including ATV's. I hereby acknowledge and expressly assume all such dangers, risks, and hazards. I further certify that my physical, emotional, and mental condition does not preclude me from the physical and emotional demands of big game hunting.

In consideration of the privilege of trespass on the Property, I hereby release, protect, indemnify and hold harmless the Property owners, CHALK CREEK EXOTICS, their agents, employees, and assigns from any and all claims, demands, causes of action, and damages, including attorney's fees, resulting from any accident, incident or occurrence incidental to, arising out of, or any way resulting from my entrance upon or use of the Property and its facilities whether or not caused by the owners' or their agents' negligence or gross negligence. This release applies during the time I am on the Property or in the company of any agent or representative of the Property owners or those of CHALK CREEK EXOTICS. I further covenant and agree that I, my heirs, successors, and assigns will not make any claim or institute any suite or action at law or in equity against the Property, its owners or their heirs, agents, representatives, employees, successors, or assigns including but not limited to representatives of CHALK CREEK EXOTICS, their agents, assigns, and employees, heirs, and successors.

As used in this release, the terms I, my person, and myself include minors in my care and any other persons in my company while on the Property or in the company of any representative of the Property owners or CHALK CREEK EXOTICS. It is my intent that this release apply now and in future years until such time as I submit a written revocation to the agents of CHALK CREEK EXOTICS.

Dated and signed this _____ day of _____, 20____

(Signature)

(Printed Name)

Address and Phone:

RULES FOR HUNTING WITH CHALK CREEK EXOTICS

To prevent any misunderstandings before they occur you should be aware of the following conditions of hunting with CHALK CREEK EXOTICS:

1. All hunters must possess the required hunting licenses.
2. Strictly adhere to safe hunting and firearm handling procedures. Hunters deemed to be unsafe by their professional hunting guide will terminate their hunt and leave the property immediately.
3. Heed all guidelines and instructions of your professional hunting guide. Failure to comply with his instructions will terminate your hunt.
4. You will be responsible for the safety and conduct of your guests and acquaintances. All hunters must have a signed liability waiver on file in the offices of Chalk Creek Exotics.
5. You will provide transportation to the ranch. Your professional hunting guide will provide transportation during the hunt.
6. No pets of any kind will be allowed on the property!!
7. If a hunter is assigned a blind, he will stay in sight of that blind until picked up by his professional hunting guide.
8. Alcoholic beverages may be consumed only after the conclusion of the days' hunt or at the professional hunting guide's discretion.
9. Your professional hunting guide will eviscerate and cape the trophy at the hunter's request. Further disposition of the animal is the responsibility of the hunter.
10. Your professional hunting guide may deliver your cape to a taxidermist or the carcass to a procession plant as an accommodation. He assumes no responsibility for the outcome of taxidermy or processing.
11. Trophy fees apply to all game you kill or wound. An animal will be considered wounded if any blood or other internal spoor is located in the vicinity of the shot.
12. A daily fee will be charged each active hunter to cover the time and expenses of your guide. **ALL FEES ARE DUE AT THE COMPLETION OF THE HUNT.** Trophy/daily fees do not include accommodations, gratuities, taxidermy deposits, airport pick-up, meals, other transportation costs, etc.