

DAY LEASE DOVE HUNT AGREEMENT,  
ACKNOWLEDGMENT AND ACCEPTANCE  
OF DANGERS, RISKS, AND HAZARDS  
AND  
RELEASE OF LIABILITY

The following is an Agreement between \_\_\_\_\_, (“Hunter”), and William W. Horn and/or Horn Ranch (collectively or either/or herein called “Owner”). This document serves: (1) as the document setting the ground rules for hunting on the Owner’s property, (2) to warn me of dangers, risks, and hazards, and (3) as a release of Liability. Herein, this document shall be referred to as the “Agreement”.

In consideration for the right to enter the selected property of the Owner located in Eastland County, Texas (hereinafter the “leased Premises”), the Hunter agrees as follows:

1. Hunter shall be a safe and ethical and at all times abide by any and all Game Laws. To the extent that the Game Laws and provisions in this Agreement conflict, the stricter of the two shall apply.
2. Hunter’s right to enter the Leased Premises is limited to the following date(s): \_\_\_\_\_. Owner expressly reserves the right to lease the Leased Premises to other hunters at any time.
3. Hunter may hunt dove only. No other animals of any kind may be harvested without the express written consent of the Owner.
4. Hunter shall use gates rather than climb fences.
5. Hunters will leave no trash anywhere on the property, including but not limited to shotgun shells.
6. Hunter shall read this Agreement in its entirety and execute same.

Acknowledgement and Acceptance of Dangers, Risks, and Hazards. I, Hunter, hereby acknowledge that I have knowingly and willingly entered into this Agreement or otherwise become a party bound by the terms of conditions hereof. I understand the terms, provisions, and conditions of this Agreement and agree to be bound by its terms, provisions, and conditions. I further understand that no warranty, express or implied, is made as to the condition(s) of the Leased Premises. In addition to informing me of the basic rules for hunting, this Agreement also serves to warn me that dangerous conditions, risks, and hazards do exist. My presence and activities on the Leased Premises may expose me and my property to dangerous conditions, risks, and hazards, including but not limited to: snakes, insects, and spiders; blinds and tree stands, whether or not erected by Owner; erosion and general condition(s) of the land(s), both on and off roadways or senderos, creating rough, hazardous, and dangerous driving and walking conditions;

animals both wild and domestic that may be diseased or potentially dangerous or potentially dangerous; deep water; persons with firearms both on or off the Leased Premises; and the use of Motor vehicles. I hereby state that I am aware of these facts and expressly assume all such dangers, risks, and hazards.

Release of Liability. In consideration for the right to enter the Leased Premises, I hereby release and agree to protect, indemnify, and hold harmless the Owner, and his Respective heirs, agents, employees, successors, and assigns against and all claims, demands, causes of action, and damages, including attorney's fees, from the use of the Leased Premises and any improvements located thereon, whether or not caused by the Owner's negligence, gross negligence, or recklessness. This Agreement applies during that time in which I am permitted on the Leased Premises and continues in full force and effect for any and all claims, demands, causes of action, and damages arising from my use of the Leased Premises at any time. I hereby further covenant and agree that I, my heirs, successors, and assigns will not make any claim or institute any suit at law or in equity against Owner or his respective heirs, agents, representatives, employees, successors, or assigns by reason for condition(s) of the Leased Premises or activities occurring thereon.

Miscellaneous. Hunter hereby acknowledges and represents that (s)he has a valid, current hunting license, together with any and all required stamps and safety education requirements, and otherwise is legally permitted to engage in the activities (s)he shall engage in on the Leased Premises.

All references to Hunter shall include and person in his/her care and/or control while on the Leased Premises. If such person includes and minor, Hunter agrees to execute a separate Agreement on behalf of such Minor. All references to the "Game Laws" refer to the provisions promulgated by the Texas Parks & Wildlife Department as same are to apply to Eastland County. References to one gender include the other and the neuter gender, and the singular shall include the plural.

Governing Law. The Agreement shall be governed by and construed in accord with the laws of the State of Texas.

Final Agreement. This Agreement represents the full and complete agreement. Any and all modifications or changes shall be in a signed, dated, writing.

Breach of Agreement. Any breach of this Agreement by Hunter may cause Hunter to forfeit his right to remain on the Leased Premises. In such and event, Hunter is not entitled to a refund. In addition, if the situation arises, damages due to Owner shall not be limited by the terms hereof.

Alternative Dispute Resolution. Hunter hereby agrees that he will attempt to settle any conflict, disagreement, controversy, dispute, or difference (collectively, "Dispute") which may arise under this Agreement by friendly discussions. If and when a Dispute is not settled by such means, then the Dispute shall be settled by (a) an alternative dispute, resolution mechanism(s) agreed upon by the parties, or failing this, by (b) arbitration

pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The Hunter agrees to be bound by any decision issued as a result of arbitration and that any award issued pursuant to such decision may be enforced by any court of competent jurisdiction. The place of arbitration shall be the City of Eastland, Eastland County, State of Texas.

I, Hunter, have read, understood, and hereby agree to be bound by the terms of this Agreement.

Check here if executing this Agreement on behalf of a minor.

Minor's Name:

\_\_\_\_\_  
Hunter's Signature

\_\_\_\_\_  
Relationship to Hunter:

\_\_\_\_\_  
Hunter's Printed Name

\_\_\_\_\_  
Hunter's Address and Phone Number

\_\_\_\_\_  
Hunter's Driver's License No. \_\_\_\_\_

\_\_\_\_\_  
Hunter's E-Mail Address \_\_\_\_\_

---

By executing this Agreement on behalf of a minor you are agreeing that (1) you have both the power and authority to do so, (2) you are responsible for the safety of that minor, (3) you accept full liability for and on behalf of the minor, and (4) you agree to protect, indemnify, and hold harmless Owner and his respective heirs, agents, representatives, employees, successors, or assigns against any and all claims, demands, causes of action, and damages, including attorney's fees, from the use of the Leased Premises and any improvements located thereon, whether or not caused by the Owner's negligence, gross negligence, or recklessness, as well as abide by all other terms provided for herein.