

**PERMANENT LIABILITY RELEASE OF OAK CREEK RANCH/MCM PROPERTIES  
ASSUMPTION OF ALL RISK AND INDEMNITY AGREEMENT**

**Agreement / Waiver / Release of Liability and Full Assumption of Liability Contract**

**HUNTING AND/OR OTHER SHOOTING ACTIVITIES INVOLVING FIREARMS ARE INHERENTLY DANGEROUS ACTIVITIES IN WHICH THE USE OF FIREARMS IN CLOSE RANGE OF OTHERS SOMETIMES OCCURS. THIS PROPERTY MAY HAVE HIDDEN OBSTRUCTIONS, UNEVEN PATHS AND TRAILS, THORNS, POISONOUS SNAKES, OR OTHER NATURAL OR MANMADE OBJECTS WHICH MAY BE DANGEROUS TO HUNTERS AND/OR THEIR VEHICLES. HUNTERS MUST LOOK OUT FOR THEIR OWN SAFETY FROM OTHERS BEARING FIREARMS ON THESE PREMISES AS WELL AS PHYSICAL CONDITIONS WHICH MAY EXIST ON THESE PREMISES. HUNTER / PARENT / GUARDIAN HEREBY ACKNOWLEDGES THEY ARE VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY OR DEATH, PROPERTY LOSS, OR DAMAGE.**

**HUNTER'S RELEASE / WAIVER OF LIABILITY and INDEMNITY**

As a part of the lawful consideration for being permitted by Oak Creek Ranch/MCM Properties and the property owners on whose land I am allowed to hunt on, to participate in hunting and/or other shooting activities, and to use the facilities, I hereby agree to the following:

I am aware that hunting with firearms or archery, fishing, swimming, snorkeling, partying, alcohol consumption, working, operating of all-terrain vehicles (ATVs) and all other vehicles/equipment, and any related activities involving weapons or water (collectively referred to as the "Ranch Activities") are dangerous. I hereby acknowledge that I have voluntarily chosen to participate in Ranch Activities with persons I may or may not know. I understand the danger(s) involved and hereby agree to accept any and all risk of injury, death, property loss, or damage.

I, the undersigned, do hereby unconditionally **RELEASE, DISCHARGE, AND AGREE NOT TO ASSERT A CLAIM AGAINST** Oak Creek Ranch/MCM Properties, their officers, agents, individuals, directors, family members, partners, employees, guests, attorneys, insurers, host(s) or the property owners on whose land I am allowed to hunt on (collectively referred to as "Releasees") from all claims, demands, and/or causes of action, that I, my heirs, my family members, distributees, guardians, legal representatives, successors, or assigns now have, or may in the future have, for any injury (including without limitation, personal injury or death to my person and/or my children) or property damage or property loss resulting from Ranch Activities, regardless of whether such injuries or damages result from the negligence in whole or in part, or other acts, of myself, Releasees, and/or any other person(s) engaging in the Ranch Activities. I further agree, that in the event any suit or claim is instituted against Releasees arising in any way from my negligence, the negligence of my guest, or my children, my agents, my employees or any other persons using the facility with or without my permission;

I agree to **INDEMNIFY AND HOLD HARMLESS** Releasees from all liability in connection therewith including, but not limited to, their attorneys' fees and costs involved in connection with the defense of any such action. I further agree to assume any and all liability (including all attorneys' fees and hospital and medical expenses) incurred for any and all claims which arise during or result from my visit or occupation of the Oak Creek Ranch property and / or participation in Ranch Activities.

I hereby agree to assume any and all liability for and to **INDEMNIFY AND HOLD HARMLESS** the Releasees for any claims which were caused in whole or in part by their own negligence or their gross negligence. I further expressly agree to assume all of the related expenses (including all attorneys' fees and hospital and medical expenses) arising from Releasees negligence or negligence as it relates to any claim and/or actions that arise during, or result from, my use or occupation of the Oak Creek Ranch properties and or participation in Ranch Activities.

I hereby assume full responsibility **INDEMNIFY AND HOLD HARMLESS** Releasees from any loss, liability, bodily injury, property damage or loss, or cost, (including all attorneys' fees and hospital and medical expenses) incurred by any Releasee arising out of my, my family members, my minors, or my guests participating in Ranch Activities.

**I UNDERSTAND THE RELEASE AND INDEMNITY STATED IN THIS AGREEMENT ARE SPECIFICALLY INTENDED TO BE APPLICABLE EVEN IT IS ALLEGED OR PROVED THAT ALL OR SOME OF THE DAMAGES INCURRED WERE CAUSED AS A WHOLE OR IN PART BY ANY ACT. OMISSION. NEGLIGENCE. GROSS NEGLIGENCE. OR ANY OTHER CONDUCT WHATSOEVER OF ANY OF THE RELEASEES.**

I hereby attest that I will abide by all Federal, State, County or Oak Creek Ranch laws and/or rules and regulations set out for the hunting and taking of game. In addition, I understand that I am responsible for all my actions and the Oak Creek Ranch is not responsible for my actions, the actions of others, or for the theft or loss of any kind.

**Caution: READ BEFORE SIGNING**

**I have carefully read this Waiver and Release of Liability and Assumption of Risk and Indemnity Agreement and fully understand its contents. I understand that I have given up substantial rights by signing it. I am aware of its legal consequences. I am aware that this is a release of liability is a contract between myself and the Releasees and have signed it freely and voluntarily, without inducement, assurance, or guarantees being made to me and intend my signature to be a complete and unconditional legal release of all liability to the greatest extent allowed by law.**

**I further agree that this is a permanent liability release waiver and discharge of me, my heirs, my family members, distributees, guardians, legal representatives, successors, or assigns. It shall be considered a continuing release and indemnity agreement, effective for current and all future visits to Oak Creek Ranch properties and leases.**

Executed this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

**Parents with Minors**

As a parent, guardian, or custodian, I am signing this document on behalf of my minor child and agree to be specifically bound to all the terms and conditions of this Agreement. I have read the agreement, fully understand the terms herein, understand that I have given up substantial rights by signing it, am aware of its legal consequences, and have signed this document freely and voluntarily without any inducement, assurance, or guarantee being made to me. I intend my signature to be a complete and unconditional release of any and all liability to the greatest extent allowed by law and further agree to indemnify and save and hold harmless Releasees.

\_\_\_\_\_  
(Signature of Parent, Guardian, or Custodian of Minor) Date: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Print Name of Parent, Guardian or Custodian of Minor)

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

Print Name(s) of Minor(s) below:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

## Ranch Rules

**Thank you for visiting the Oak Creek Ranch. We hope your stay with us is enjoyable and relaxing as you take in the ranch's abundant wildlife and beautiful countryside. The rules listed below are very important for your safety, to maintain the quality of wildlife on the ranch, and to avoid misunderstandings. Every ranch visitor must read these rules and sign this page as soon as they arrive at the ranch.**

- Safety is our primary concern, please make it yours.
- All hunting guests are required to have a valid Texas state hunting license, which should be carried with them at all times on the ranch.
- There are no guns allowed in the lodge with no exceptions.
- No guest is allowed to have a hand gun on the ranch.
- Unload all guns before entering or leaving a blind.
- All guests must have their bolts open on rifles when riding in a vehicle.
- No hunting is permitted within 500 yards of the lodge.
- No loaded guns around the lodge.
- Make sure of your target and what is beyond it before pulling the trigger.
- Texas game and fish laws are in effect for all hunts.
- Excessive drinking and/or drunkenness will not be permitted on this ranch. Anyone ignoring this rule will be told to leave and escorted outside the front gate.
- Excessive profanity and or vulgarity will also not be permitted on this ranch. Anyone ignoring this rule will be told to leave and escorted outside the front gate. This is a family ranch with family values and we ask our guests to respect that.
- Only the ranch employees, partners, or owners may know the combination to the gates and no one may ever be on the ranch alone, unless approved by owners. Each partner must be with another partner or owner unless they are guiding a paying client.
- A photo of every animal harvested must be taken by a partner and all animals harvested must be logged with no exceptions.
- Gates will always stay locked.
- The lodge will always be kept neat and clean. Partners are responsible for all maintenance and upkeep of the lodge as well as all ranch property and amenities including the feeders. Feeders are kept full and operation all year long.
- What is on the ranch remains on the ranch; do not borrow or remove anything without approval by owners.
- All wounded animals are considered dead.
- All guests are to stay within sight of their blinds unless escorted by their guide, a partner, or owner.
- All fishing, other than catfish, is catch and release only.

Guest Signature: \_\_\_\_\_