

Happy M Ranch, L.L.C.
Hold Harmless and Indemnification Agreement

_____ hereinafter referred to as "Guest" is granted access to the Happy M Ranch ("Ranch") in Dewitt County, with an address of 8625 FM1447, Yoakum, Tx 77995, leased by Happy M Ranch, L.L.C. ("Lessor"). At any time the Guest and the Guest's party listed below is granted access to the Ranch and as part of the consideration for being granted the right to come upon the Ranch, Guest hereby agrees as follows:

Guest acknowledges and understands that no warranty, either expressed or implied, is made by the Host as to the condition of Ranch or any roads, buildings, gates, or other improvements located thereon. This document is sufficient warning that dangerous conditions, risks and hazards, both natural and man-made, do exist on the Ranch. Guest's presence and activities on the Ranch expose both Guest and Guest's property to dangerous conditions, risks and hazards, including but not limited to poisonous snakes, insects and spiders; hunting stands and blinds; rocks, erosion and general condition of the land, both on and off roadways and trails, creating rough, hazardous and dangerous driving, riding and walking conditions; animals both wild and domestic that may be diseased and/or potentially dangerous; rapidly rising and rushing water in creeks and arroyos; and persons with firearms on and off the Ranch

1. GUEST AGREES TO INDEMNIFY AND HOLD LESSOR HARMLESS AGAINST ALL CLAIMS, DEMANDS, DAMAGES, COSTS AND EXPENSES, including reasonable attorney's fees for the defense thereof, arising from Guest's or Guest's family members' activities on or around the Ranch at any time, EVEN IF the claim, demand, damage, cost or expense is CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF LESSOR.
2. GUEST FURTHER RELEASES LESSOR FROM ALL LIABILITY Lessor may otherwise owe to Guest, his heirs, survivors, beneficiaries, or assigns FOR ANY PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that Guest suffers while on the Ranch at any time. This release applies to all injuries or damages which may be suffered by Guest, his heirs, survivors, beneficiaries, or assigns, EVEN IF CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF LESSOR. This liability release also applies to claims and causes of action for injuries to or the death of any of Guest's family members.
3. Guest acknowledges that activities on rural property such as the Ranch can result in injury or property damage to the person doing those activities as well as others. The many possibilities and sources of injury or damage are acknowledged by Guest, and he or she comes upon the Ranch with full knowledge of such hazards.
4. The term "Lessor" used in this agreement also covers and includes CS Holdings, Ltd., Meloy Management, L.L.C., and Happy M Ranch, L.L.C. and their respective partners, agents, employees, representatives, family members, heirs, devisees, and beneficiaries, as well as any other persons or entities for whom any one of them is acting as an agent or trustee, and any other person or entity owning any interest in the Ranch, all of whom are included in this Release and Indemnification Agreement.
5. Guest has read this document and understands it. He or she is signing it freely and voluntarily. The provisions, covenants, conditions and indemnities contained in this Release shall survive the term of Guests' stay at the Ranch. As used in this release, the term "Guests" include any minors in Guests' care and all persons named in Guests' party while on the Ranch. This Agreement is fully performable in Dewitt, Montgomery, and Coleman Counties, Texas. If any minors are in Guest's party, the adult Guest agrees to be responsible for the safety and actions of such minors.

In signing this Agreement, Guest represents and warrants that (a) Guest have knowingly and willingly entered into this Agreement and become bound by its terms and conditions; (b) Guest has had ample opportunity to read this Agreement and has done so and understands and voluntarily agrees to each term of the Agreement; (d) no representations or statements have been made to Guest about the safety of the Guest's experience on the Ranch; (e) Guest has not been induced to sign this Agreement by the statement or conduct of any person; (f) Guest is under no duress or requirement to sign this Agreement; and (g) Guest has the mental competence to understand and enter into this Agreement.

Happy M Ranch, L.L.C.
Hold Harmless and Indemnification Agreement Continued

The undersigned Guest further represents and warrants that he or she has the authority to sign this Agreement for each minor or other Guest listed below.

The terms and conditions of this Agreement, including its release and indemnification provisions, are binding upon the heirs and assigns of the Guest and inure to the benefit of the successors and assigns of the Host.

DATED AND SIGNED THIS _____ day of _____, 20____

Hunter/Guest Signature: _____

Name (print): _____

Address: _____ City _____ State _____ Zip _____

Phone: _____ Email: _____

Member's of Guest's Party:

Signature

Name (Printed)

Signature

Name (Printed)

Signature

Name (Printed)

Signature

Name (Printed)

Signature

Name (Printed)

Signature

Name (Printed)

Please email Release to:

Shari Meloy
Shari.Meloy@gmail.com