

**WAIVER AND RELEASE OF LIABILITY
AND
ACKNOWLEDGMENT AND ACCEPTANCE OF ALL DANGERS, RISKS AND HAZARDS
OF HUNTING AND ENGAGING IN RECREATIONAL ACTIVITIES**

LOST STAR RANCH, LLC
(HUGHES COUNTY, OKLAHOMA)

I, the undersigned, hereby acknowledge that I have knowingly and willingly entered into this Waiver and Release of Liability and Acknowledgment and Acceptance of All Dangers, Risks and Hazards of Hunting and Engaging in Recreational Activities (this "*Waiver and Release Agreement*") and that I am bound by all of the terms and conditions hereof. It is understood and acknowledged that I am a paying client or guest of Lost Star Ranch, LLC, located in Hughes County, Oklahoma (the "*Ranch*").

In consideration for the right to enter the Ranch premises, as well as the right to participate in activities on the Ranch, I hereby unconditionally release and agree to protect, indemnify, and hold harmless the Ranch and the Ranch's officers, directors, owners, employees, agents, representatives, contractors, guides, heirs, successors and assigns (collectively, the "*Ranch Group*") from and against any and all claims, demands, causes of action, injuries and damages (including injury or death to my person or minor children and damage to or loss of property), including attorney's fees, resulting from any and all accidents, incidents, or occurrences arising out of, incidental to, or in any way resulting from my presence on or use of the Ranch premises, as well as all improvements located thereon, whether or not caused, in whole or in part, by the negligence or gross negligence of the Ranch, the Ranch Group, or someone else. This release applies during the time that I am permitted on the Ranch premises, and I further covenant and agree that I, my heirs, successors, and assigns will not make any claim or institute any suit or action at law or in equity against the Ranch or the Ranch Group and specifically release the Ranch and the Ranch Group for all claims of whatever kind or character.

I specifically understand and agree that there is no warranty, either expressed or implied, made by the Ranch as to the condition of the Ranch's hunting property and facilities, or any of the Ranch's roads, buildings, structures, blinds, gates, fences, tanks, ponds, water, or any other improvements located thereon. I am aware that hunting with firearms/archery, partying, working, operating of all-terrain vehicles and other vehicles/equipment, and related ranch activities involving firearms or weapons are dangerous, and I am voluntarily participating in these activities with knowledge of the dangers involved and hereby agree to accept all risk of injury or death. This document is sufficient warning that dangerous conditions, risks, and hazards do exist on the property, and I understand that my presence and activity on the Ranch exposes myself, my guests, my children, and my property to dangerous conditions, risks, and hazards, including but not limited to: poisonous snakes; insects and spiders; blinds and tree stands, whether or not erected by the Ranch; erosion and general conditions of the land, both on and off roadways creating rough, hazardous and dangerous driving and walking conditions; animals, both wild and domestic, that may be diseased and/or potentially dangerous; and persons with firearms, both on and off the Ranch. I specifically state that the Ranch and the Ranch Group do not have a duty to advise me of any potential risks, dangers, or conditions on the Ranch, and to the extent such a duty does exist, I expressly waive such duty.

I further understand and agree that the Ranch is not responsible for total or partial acts, occurrences, elements, or conditions of nature, which include but are not limited to thunder, lightning, rain, ice, snow, wind, storms, wild and domestic animals, and insects or reptiles which may fly near, bite and/or sting a person. I further understand and agree that the Ranch is not responsible for irregular or obstructed footing on groomed or wild land which is subject to constant change in condition according to use, weather, temperature, maintenance (or lack thereof), and natural and man-made changes in landscape. I further understand and agree that the Ranch is not responsible for activities engaged in by others, such as, but not limited to, hunters (*e.g.*, shooting guns), trappers (*e.g.*, setting traps), vehicle operators or occupants (*e.g.*, reckless driving, honking horns or throwing objects), consumers of alcoholic beverages or illegal drugs.

I hereby assume full responsibility for any risk of bodily injury, death, or property damage, now and forever, arising out of or related to my participation in activities of the Ranch, including related to hunting,

visiting, partying, alcohol consumption, swimming, working, or driving operations, foreseen and unforeseen, and regardless of cause. I expressly assume all the dangers enumerated herein and all dangers, risks, and hazards, whether enumerated herein or not, that I am exposed to by being on and participating in activities upon the Ranch. I hereby separately agree to indemnify and save and hold harmless the Ranch and the Ranch Group from any loss, liability, damage, or cost that they may incur, now and forever, arising out of or related to my participation in such activities, regardless of whether caused by the negligence of the Ranch, the Ranch Group, or otherwise.

I further agree that if any suit is instituted against the Ranch or the Ranch Group arising in any way from my negligence, or the negligence of my guests, my children, agents, representatives, employees, or any other persons using the Ranch and its facilities in connection therewith, I will indemnify the Ranch and the Ranch Group from all such claims asserted, including but not limited to attorney's fees and costs involved in connection with the defense of any such action. I further agree to assume all liability for all claims which arise during my use or occupation of the Ranch and its property and facilities, as well as I expressly agree to assume all the related expenses and costs incurred because of my use or occupation of the Ranch and its property and facilities.

I further agree to abide by all state game laws as set forth by the Oklahoma Department of Wildlife Conservation and to abide by all laws and rules, whether Federal, State, County or of the Ranch. I understand that I am responsible for all my actions and that the Ranch is not responsible for my actions, nor is the Ranch responsible for any theft or loss of any kind.

I further agree this is a permanent waiver, release of liability, and indemnity agreement, and this Waiver and Release Agreement applies not only to myself, but shall also be binding upon my invitees, all minors and dependents for who I am the parent or guardian, and my assigns, beneficiaries, heirs and next of kin. As used herein, the terms I, my person, and myself include minors in my care while on the Ranch. Venue for any matters relating to the interpretation or enforcement of this Waiver and Release Agreement shall lie exclusively with the state courts located in Hughes County, Oklahoma.

*****RANCH RULES*****

1. ANY GATE THAT IS CLOSED, IF OPENED, SHALL BE IMMEDIATELY CLOSED UPON ENTRANCE.
2. NO VEHICLES OF ANY KIND SHALL BE ALLOWED OUTSIDE OF CLEARLY MARKED OR DEFINED ROADWAYS.
3. NO TRASH, RUBBISH, WASTE, OR REFUSE SHALL BE LEFT UPON RANCH PROPERTY.
4. ALL EXPENDED SHELLS, CASINGS, AND AMMUNITION SHALL BE REMOVED FROM RANCH PROPERTY.
5. FIREARM SAFETY SHALL BE FOLLOWED AT ALL TIMES.
6. NO SMOKING OR OPEN FIRES, EXCEPT IN APPROVED OR DESIGNATED AREAS.
7. ALCOHOL CONSUMPTION IS NOT PERMITTED UNTIL ALL HUNTING AND FIREARM USE HAS CEASED FOR THE DAY.

I UNDERSTAND AND AGREE THAT THE ABOVE RULES AND CONDITIONS SHALL BE OBSERVED AT ALL TIMES AND THAT VIOLATIONS OF THEM OR ANY OTHER UNREASONABLE CONDUCT MAY RESULT IN THE FORFEITURE OF MY RIGHTS HEREUNDER, WITHOUT ANY REFUND, AS WELL AS MY REMOVAL FROM THE RANCH PROPERTY.

Signature page follows.

I AM ABOVE THE AGE OF 18. I HAVE READ THIS WAIVER AND RELEASE AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AM AWARE OF ITS LEGAL CONSEQUENCES, HAVE FREELY AND VOLUNTARILY ACCEPTED AND AGREED TO ITS TERMS WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME, AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL WAIVER AND RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW, FOR ME AND MY FAMILY.

This Waiver and Release Agreement shall be considered a continuing waiver, release of liability, and indemnity agreement, effective for any and all future visits to the Ranch and is entered into and shall be immediately effective for all purposes on this the _____ day of _____, 20____.

SIGNATURE

PRINTED NAME

ADDRESS

CITY, STATE, ZIP

PHONE NUMBER

EMAIL

HUNTING LICENSE #

PLEASE FILL OUT AND SIGN BELOW FOR ANY MINOR(S) ENTERING UPON THE RANCH

I am the parent or legal guardian of the below listed minor(s). I am signing this Waiver and Release Agreement on behalf of said minor(s) and agree to be specifically bound to all the terms and conditions of this Waiver and Release Agreement as to said minor(s), including but not limited to the provisions relating to assumption of risk, release of liability, and indemnity. I have read this Waiver and Release Agreement, fully understand the terms herein, understand that I and said minor(s) have given up substantial rights by signing it, am aware of its legal consequences, and have signed this Waiver and Release Agreement 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 all liability to the greatest extent allowed by law on behalf of said minor(s), and I further agree to indemnify and save and hold harmless the Ranch and the Ranch Group as set forth herein.

MINOR(S):

PARENT OR LEGAL GUARDIAN:

NAME

SIGNATURE

DATE OF BIRTH

PRINTED NAME

HUNTING LICENSE #

RELATIONSHIP TO MINOR(S)