

## RELEASE OF LIABILITY, WAIVER and INDEMNITY AGREEMENT

I, \_\_\_\_\_, have contracted with **MATHERS FARMS** to gain access to lands, in the nature of a personal license, for the purposes of a whitewing and morning dove hunt. In exchange for this access, that is solely a privilege granted to me personally, I have agreed to make a certain monetary payment and do hereby knowingly acknowledge and agree to the following:

### 1. DEFINITIONS:

“**MATHERS FARMS**”, as used herein, shall include Mathers Farms, J.V., Mathers Enterprises, LLC, Mathers South Texas Farms, LLC, Mathers’ Family Partnership, Ltd., Edward Mathers Farms, LP, Edward Mathers Farms Management Co., LLC and all of their respective officers, directors, shareholders, members, managers, partners, agents, employees, servants, promoters, heirs, successors and assigns, and any and all other associated persons and entities.

“Hunter” is the person signing this agreement.

“The Dove Hunt” is solely for the whitewing and morning dove hunt operated by **MATHERS FARMS** for the year 2022 which the Hunter has contracted for.

### 2. ACKNOWLEDGEMENT OF NO WARRANTIES AND ASSUMPTIONS OF ALL DANGERS, RISKS AND HAZARDS.

I acknowledge and understand that no warranty, either express or implied, is made by **MATHERS FARMS** as to the condition of any property, land, premises, roads, right-of-ways, levies, gorges, lakes, ponds, or other water hazards, buildings, gates and/or any and all other improvements upon which **MATHERS FARMS** has designated for the Dove Hunt or on which the Dove Hunt is conducted. I acknowledge that **this document clearly and unequivocally provides sufficient warning that dangerous conditions, risks and hazards do exist** on the property and/or land and/or premises and/or any of the above described conditions and/or improvements. Further, I acknowledge that the consumption of alcohol affects a person’s ability to safely handle and/or operate a firearm and/or decision making ability and agree that I will not consume alcohol until after I have ended my hunt and left the property for any day I access **MATHERS FARMS** property for the Dove Hunt.

My presence and activities when I attend the Dove Hunt may expose me, any guests, including family members, whom I may bring, and my personal property to dangerous conditions, risks and hazards, including but not limited to: the possibility of a virus (Covid-19 and/or variants thereof and/or one of the many other viruses and/or influenzas) being transmitted and subsequently infecting said persons, poisonous snakes; insects and spiders; weather, including heat, rain, wind, lightning; hail, tornadoes, flooding and tropical cyclones; vehicular accidents and/or collisions including off road or ATV vehicles; erosion and general condition of land both on and off roadways and/or senderos, creating rough, hazardous and dangerous driving and walking

conditions; animals, both wild and domestic, that may be diseased and/or potentially dangerous; deep water; persons with firearms; flying shotgun pellets; the potential detainment, apprehension and/or arrest, for any reason, of myself or any person whom I brought with me, whether by Federal or State Law Enforcement of any type, including game wardens and immigration officers, who contends that a violation of a law occurred and the appropriate legal remedy is to interview and/or take custody of the alleged violator; both on and off the property and/or land and/or premises and/or any of the above described conditions and/or improvements on which the Dove Hunt is conducted, and the risks and hazards associated with the use of any type of vehicle and/or firearm. **I hereby state that I expressly assume all such dangers, risks and/or hazards. Further, I hereby acknowledge that both MATHERS FARMS and the Dove Hunt have advised me to use protective gear during my and/or any family members’ participation in the Dove Hunt for any and all of the aforementioned dangerous conditions including but not limited to protective clothing, sunscreen(s), protective/impact resistant eyewear and snake boots.**

[ \_\_\_\_\_ ] Hunter’s Initials

### 3. RELEASE.

In consideration for the right to participate in the Dove Hunt I assume and accept full responsibility for any and all injuries or illnesses or accidents which may occur to me and/or my minor child and/or any person for whom I am the legal guardian and/or any guests, including family members, whom I may bring, and/or my property, arising during or as a result of the Dove Hunt, whether it be on or off the property and/or land and/or premises and/or any of the conditions and/or improvements, as more fully set forth in the above entitled paragraph number 2 where the Dove Hunt takes place.

**Further, I hereby forever release, hold harmless, and discharge MATHERS FARMS from any and all claims or liability for any injury or illness or damage arising in any manner or form from my participation, or any guests, or my minor child's participation, or the participation by a person for whom I am legal guardian, in the Dove Hunt.**

**I understand this agreement applies regardless of whether such injuries or illnesses or damages were caused by the negligence or gross negligence of MATHERS FARMS, my own negligence or gross negligence, my minor child's negligence or gross negligence or the negligence or gross negligence of a third party, participant, guest, invitee or trespasser.**

I hereby 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 **MATHERS FARMS** or his/her/ its respective heirs, agents, representatives, employees, successors or assigns by reason of conditions of the leased premises or activities occurring thereon.

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[ ] Hunter's Initials

4. INDEMNITY.

I agree to indemnify MATHERS FARMS in the event that I bring suit as a result of any injury or damage I, or my minor child or any guests, including family members, whom I may bring, or my property may receive as a direct or indirect result of the participation in the Dove Hunt by myself or my minor child or any guests, including family members, whom I may bring, or any other third party.

I, further agree to indemnify MATHERS FARMS as a result of the actions or inactions of myself or my minor child or any guests, including family members, whom I may bring.

I agree that such indemnification and hold harmless agreement includes amounts for all damages, expenses, court costs and attorneys' fees which may be incurred by MATHERS FARMS in connection with any such demands or claims, past or future, both at law and in equity.

This indemnity provision is made in consideration of the Texas Supreme Court's express negligence doctrine and applies even if such claim, lawsuit, judgment or loss were caused, in whole or in part, by any act, omission, negligence, gross negligence, breach of contract, breach of warranty, intentional conduct, violation of statute or common law or conduct of any type by MATHERS FARMS.

In the event of any cause of action or claim asserted by a party to this agreement, or any third party, MATHERS FARMS will provide me reasonable notice of such claim, dispute, or notice. Thereafter, I shall at my own expense, faithfully and completely defend, protect and indemnify MATHERS FARMS against any and all liabilities arising from this claim, cause of action or notice. If I should fail to provide a defense as provided herein, MATHERS FARMS may defend, pay or settle the claim with full rights of recourse against me for any and all fees, costs, expenses and payments made or agreed to be paid by MATHERS FARMS.

[ ] Hunter's Initials

5. LICENSE AND EXPERIENCE CERTIFICATION

I certify that I or my minor child or any guests, including family members, whom I may bring, have proper training, certification and experience in the use of firearms and in the sport of dove and white wing hunting; and I or my minor child or any guests, including family members, whom I may bring, have appropriate licenses from the Texas Department of Parks and Wildlife.

[ ] Hunter's Initials

6. TEXAS CIVIL PRACTICES AND REMEDIES CODE

I FULLY UNDERSTAND THAT THE TEXAS CIVIL PRACTICE AND REMEDY CODE, CHAPTER 75, AND 75A INCLUDING §§ 75.001 ET SEQ., AND §§ 75A.001 ET SEQ., RECREATION USE LAND ACT AND THE AGRITOURISM ACTIVITIES ACT AND THEIR ASSOCIATED LIMITATION OF LIABILITY, APPLIES TO THE OWNERS, LESSEE OR OTHER OCCUPANT OF THESE PREMISES.

[ ] Hunter's Initials

7. MISCELLANEOUS PROVISIONS

This Release, Waiver, Indemnity and Acknowledgment Agreement is fully performable in Cameron County, Texas, and venue shall lie exclusively in said county. Further, the above referenced Agreement shall be construed in accordance with the laws of the State of Texas. I certify that I or my minor child or any guests, including family members, who I bring will abide by all Federal and State fish and game and criminal laws and regulations promulgated by the Parks & Wildlife Commission of Texas and the U. S. Department of Interior and/or any other applicable law or regulation and not to violate any such laws or regulations and to keep all records required by any such agency. Additionally, should performance of any obligation created under this agreement become illegal or impossible by reason of fire, flood, storm, act of God, governmental authority, labor disputes, war, epidemic, pandemic, or other national or regional emergency, terrorist threats or acts, order, requisition or necessity of the government, strike, riot or any other cause not enumerated herein but which is beyond the reasonable control of the party whose performance is affected, then the performance of any such obligation is suspended during the period of, and only to the extent of, such prevention or hindrance, provided the affected party provides reasonable notice of the event of force majeure and exercises all reasonable diligence to remove the cause of force majeure. If any portion of this Agreement is found to be unenforceable, the remainder of this Agreement shall continue in full force and effect. It is understood that this instrument expresses the entire agreement of the parties, and no agreements or representations, whether oral or written, are made by any party in connection herewith except those expressly set out in this instrument. This agreement shall be binding upon and inure to the benefit of MATHERS FARMS as more fully set forth in the above entitled paragraph number 2 and the Hunter as indicated by their signatures and printed names below, their heirs, executors, administrators, legal representatives, agents and assigns.

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Date: \_\_\_\_\_, 2022.

Hunter's Name: \_\_\_\_\_

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

Parent's Name for  
Minor Hunter: \_\_\_\_\_

Parent's Signature for  
Minor Hunter: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_