



Tillie's Game Ranch, LLC

RECREATIONAL USE RELEASE

The undersigned Participant ("Participant"), in consideration for being granted the right to hunt, fish, skeet and target shoot, swim, horseback ride, hike, sports/games, outdoor excursions, or any other ranch activity ("Ranch Activities") conducted on or within Owners premises at any time or the condition of any real or personal property owned or controlled by any of the Released Parties or the operation of any vehicle owned by any of the Released Parties or the act or omission of any of the Released Parties or engage in other sporting and recreational activities on the Tillie's Game Ranch, Gillespie County, Texas (the "Ranch"), does hereby agree as follows:

1. **Assumption of Risk.** Participant agrees to ASSUME ALL RISKS incidental to the use of the Ranch by Participant, even though such risks may not now be within the reasonable contemplation of the Participant or of the Owners of the Ranch or their employees or agents (collectively, the "Owners"), or of Tillie's Game Ranch, LLC, its members and employees (collectively "Tillie's"). Participant acknowledges that no warranty, either express or implied is made by the Owners or by Tillie's as to the condition of the Ranch, or any improvements located thereon. Participant acknowledges that he or she is not relying on the Owners or on Tillie's for any notice of any dangerous conditions on the Ranch, whether or not such conditions may be concealed or latent, or known to the Owners or to Tillie's, and that the Owners and Tillie's have no legal duty to disclose such conditions to Participant.

2. **Release and Indemnification.** In consideration for the right to enter the Ranch, PARTICIPANT, INDIVIDUALLY AND ON BEHALF OF PARTICIPANT'S NEXT OF KIN, HEIRS, EXECUTORS, ADMINISTRATORS, REPRESENTATIVES, AND ASSIGNS, DOES HEREBY RELEASE, WAIVE, INDEMNIFY, COVENANT NOT TO SUE, AND FOREVER DISCHARGE THE OWNERS AND THEIR HEIRS, PERSONAL REPRESENTATIVES AND SUCCESSORS AND ASSIGNS AND TILLIE'S GAME RANCH, LLC, ITS MEMBERS, OFFICERS, DIRECTORS, AND EMPLOYEES, BRUCE B. GIANNOTTI, PAMELA R. GIANNOTTI, CARA ALEXIS GIANNOTTI, LIA CARIN GIANNOTTI AND RUTH SARNECKI, INDIVIDUALLY AND AS TRUSTEES OF THE AP & RB LIVING TRUST (COLLECTIVELY, THE "RELEASED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, CAUSES, OF ACTION, SUITS AT LAW OR IN EQUITY, LIABILITIES, LOSSES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION, COSTS OF LITIGATION AND REASONABLE ATTORNEY'S FEES) (COLLECTIVELY THE "CLAIMS") IN ANY WAY RESULTING FROM, ARISING OUT OF, OR INCIDENTAL TO, ANY ACCIDENT, INCIDENT OR OCCURRENCE, OCCURRING IN CONNECTION WITH THE USE OF THE RANCH BY PARTICIPANT OR ANY MINOR OR ANY GUEST OF PARTICIPANT WHO IS NOT BOUND A RELEASE WHO ACCOMPANIES PARTICIPANT ON THE RANCH, WHETHER OR NOT CAUSE BY NEGLIGENCE OR GROSS NEGLIGENCE OF THE OWNERS, TILLIE'S OR ANY OF THE OTHER RELEASED PARTIES. IT IS EXPRESSLY AGREED THAT THE OWNERS, TILLIE'S AND RELEASED PARTIES ARE EXPRESSLY RELEASED FROM ANY CLAIMS ARISING AS A RESULT OF OWNERS, TILLIE'S, AND RELEASED PARTIES FAILURE TO NOTIFY PARTICIPANT OF ANY DANGEROUS CONDITION ON THE RANCH, WHETHER OR NOT SUCH FAILURE MAY CONSTITUTE NEGLIGENCE OR GROSS NEGLIGENCE. PARTICIPANT AGREES TO PROTECT, INDEMNIFY, DEFEND AND HOLD HARMLESS THE RELEASED PARTIES FOR ANY CLAIMS BY THIRD PARTIES IN ANY WAY RESULTING FROM OR ARISING OUT OF THE ACTIONS OR NEGLIGENCE OF THE PARTICIPANT OR ANY MINOR OR ANY GUEST OF PARTICIPANT WHO IS NOT BOUND BY A RELEASE, WHO ACCOMPANIES PARTICIPANT ON THE RANCH. PARTICIPANT COVENANTS AND AGREES THAT PARTICIPANT, HIS OR HER HEIRS, SUCCESSORS AND ASSIGNS, WILL NOT MAKE ANY CLAIMS OR INITIATE ANY WRIT OR ACTION AT LAW OR IN EQUITY AGAINST THE OWNERS, TILLIE'S, OR THEIR HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS.

3. **Damage to Ranch Property.** Participant agrees to reimburse the Owners and Tillie's for any damage to the property of the Owners or of Tillie's which may be caused by the action of Participant, or any minor or Guest of Participant who is not bound by a Release, who accompanies Participant on the Ranch.

4. Participant expressly agrees that their Release, waiver and indemnity agreement is contractual and contains the entire agreement between all the parties and is intended to be as broad and inclusive as permitted by the law of Texas. If any portion of the agreement is held invalid, it is agreed the balance shall continue in full legal force and effect. It is also agreed that the terms of this Release shall be construed neither more strongly for or against either party to this agreement.

5. Tillie's shall have the right to use the Participant's name, likeness, voice, and similar characteristics and all images of Participant and any game taken by Participant while on property owned or operated by Tillie's for the purpose of advertising, promoting, selling, and otherwise merchandising Tillie's commercial activities. Tillie's shall have sole ownership of all rights in photographs, videos, films, audio, images and other technologies made by Tillie's agents or representatives using Participant's likeness or voice and similar characteristics and of any game taken by Participant at Tillie's and shall be responsible for securing a copyright to protect its interests against infringement. Tillie's shall have the right to do all of the following with respect to the likeness, voice, and all images: (a) distribute, show, and adapt it or any portion of it for any medium in the United States and/or foreign countries; (b) cut, edit, add to, subtract from, arrange, rearrange, and revise any or all of it; and (c) promote it in any manner.

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS PARTICIPANT'S RELEASE.

Dated this ____ day of _____, 20__.

Hunter's/Driver's License No.: _____

PARTICIPANT'S SIGNATURE

Print name: _____

Address: _____

PARENT'S SIGNATURE IF PARTICIPANT IS A MINOR

Print name: _____

Address: _____
