



*Outfitters*

**RELEASE OF LIABILITY AND ACKNOWLEDGMENT AND  
ACCEPTANCE OF DANGERS, RISKS AND HAZARDS**

In consideration for being permitted to enter onto the premises known as Moody Ranch, located in Grimes County (the "Property"), I hereby acknowledge that I knowingly and willingly accept all risk of being on the Property and hereby waive, release and discharge all owners, occupiers and tenants of the Property, including but not limited to, Moody Ranch Outfitters, Inc. and JD Moody III and Michael Moody, and each of their partners, shareholders, corporate officers, representatives, family members, guests, contractors, volunteers, agents and employees (collectively referred to herein as "Released Parties"), from any and all liabilities, claims, demands or causes of action that I may now or hereafter have for any harm, injuries, damages or death that may occur as a result of being on the Property, even if caused by the sole or concurrent negligence or fault of the Released Parties.

I further acknowledge and understand that no warranty, either express or implied, is made by the Released Parties as to the condition of the Property, or of any roads, trails, buildings, obstructions, pipelines, power lines, fences, gates or other improvements located thereon, or as to the safety of any activities occurring on the Property. This document serves to warn me that dangerous conditions, risks and hazards do exist. My presence and activities on the Property expose me, my family and my personal property to dangerous conditions, risks and hazards, including but not limited to: all terrain vehicles, motorcycles, trucks, cars, and motorized vehicles and equipment of all types, poisonous snakes, insects and spiders, poisonous or barbed plants; blinds and tree stands, whether or not erected by Released Parties; erosion, pits, holes, caves, loose rock and general conditions of the land, both on and off roadways or senderos, creating rough, hazardous and dangerous conditions; animals both wild and domestic that maybe diseased and/or potentially dangerous; deep and/or fast flowing water; persons with firearms, bows, other weapons; and hunting activities both on or off the Property. I HEREBY STATE THAT I AM AWARE THAT DANGEROUS CONDITIONS EXIST ON OR NEAR THE PROPERTY AND I UNDERSTAND AND KNOW THAT ACTIVITIES AND DANGERS ON OR NEAR THE PROPERTY COULD RESULT IN INJURY, DEATH, ILLNESS OR DISEASE, PHYSICAL OR MENTAL DAMAGE TO MYSELF, MY PROPERTY, TO SPECTATORS, MINORS OR OTHER PERSONS AND I EXPRESSLY AND VOLUNTARILY ACCEPT AND ASSUME ALL SUCH DANGERS, RISKS AND HAZARDS, WHETHER KNOWN OR UNKNOWN, FORESEEABLE OR UNFORESEEABLE, INCLUDING WITHOUT LIMITATION, ALL RISK OF INJURY, DEATH, ILLNESS, DISEASE, OR DAMAGE TO MYSELF, MY PROPERTY OR TO OTHERS AND THEIR PROPERTY, AND I ACCEPT PERMISSION TO ENTER THE PROPERTY IN "AS IS" CONDITION.

I acknowledge, agree, and represent that immediately upon entering the Property and continuously thereafter, I shall inspect every area of the Property which I enter, and if at any time I believe anything to be unsafe, I will immediately leave the area and make any Minor with me leave the area.

In consideration for the right to enter the Property, and with full knowledge of the risks involved, I hereby release and agree to protect, defend, indemnify and hold harmless the Released Parties and their respective heirs, agents, employees, volunteers, sponsors, partners, officers, directors, guests, affiliated companies and entities, and assigns from and against any and all liability claims, demands, causes of action and damages, including attorneys' fees, resulting from any accident, incident or occurrence arising out of, incidental to or in any way resulting from my being on the Property and/or my use of the Property and any improvements located thereon, whether or not caused by the **OWNER'S NEGLIGENCE** (whether sole or concurrent, negligent per se or strict liability) or **GROSS NEGLIGENCE**. This release applies any time that I am on the Property, whether I am on the Property with express permission or at any other time. 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 Released Parties or their respective heirs, agents, representative, employees, successors or assigns by reason of conditions of the Property, the acts or omissions of the Released Parties, or any activities occurring on the Property. IT IS UNDERSTOOD THAT THIS INDEMNITY SHALL INCLUDE (WITHOUT LIMITATION) ANY CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITIES ARISING IN FAVOR OF ANY INVITEE, FAMILY MEMBER, OR ANY OTHER PERSON WHO COMES ON THE PROPERTY WITH MY EXPRESS OR IMPLIED PERMISSION AND ANY PERSONS ASSERTING DERIVATIVE CLAIMS BY, THROUGH OR UNDER ANY OF THE FOREGOING PERSONS. IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO THAT THIS INDEMNITY SHALL APPLY TO SUCH LIABILITIES, CLAIMS, DEMANDS, OR CAUSES OF ACTION EVEN IF THEY ARISE FROM RELEASED PARTIES' OWN NEGLIGENCE (WHETHER SOLE OR CONCURRENT AND WHETHER ORDINARY OR GROSS) OR OTHER FAULT, WHETHER SUCH IS THE SOLE OR A CONCURRING CAUSE OF THE INJURY, DEATH, OR DAMAGE.

As used herein, the terms "I", "my" and "myself" shall include my minor children and minors for which I am the legal guardian. If the Minor child named below is injured, suffers damages or dies due to activities on the Property because of the **OWNER'S NEGLIGENCE OR GROSS NEGLIGENCE**, and if any claim or lawsuit is filed against any of the Released Parties because of such injury, damage or death; I agree to reimburse the Released Parties for any resulting attorney fees, court costs, and any judgments. My entry onto the Property and/or participation in any activity thereon is purely voluntary, and I elect to participate in spite of the risks.

IN SIGNING THIS DOCUMENT, I EXPRESSLY ACKNOWLEDGE THAT I AM RELEASING RELEASED PARTIES AND THEIR OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, EMPLOYEES, GUESTS AND VOLUNTEERS FROM LIABILITY FOR DAMAGES CAUSED BY THE NEGLIGENCE OF RELEASED PARTIES AND/OR THEIR OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, EMPLOYEES, GUESTS OR VOLUNTEERS.



Outfitters

If any provision of this Release is or may be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless survive and continue in full force and effect without being impaired or invalidated in any way.

I grant MRO permission to use my likeness in photographs, advertising, and or film promotion without fee or other considerations.

Dated and signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

SIGN HERE

(Signature\Indemnitor)

(Printed Name)

Signatory's Address: \_\_\_\_\_  
\_\_\_\_\_

Texas Hunting License Number: \_\_\_\_\_  
Cell Number: \_\_\_\_\_

(Document Number)

Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

WITNESS

(Witness)

Moody Ranch Outfitters' Policies and Regulations

1. MRO reserves the right to refuse service to anyone for any reason.
2. **There are no kill guarantees nor limit guarantees.**
3. While on hunt or at lodge, all participants are expected to abide by these policies and regulations and conduct themselves in a safe, respectful, and sportsmanlike manner at all times with MRO staff and each other. Anyone not doing so in the opinion of MRO's staff, owners, or agents, MRO will stop the hunt for all participants. Offending persons will be required to leave the premises, and no refund of any kind will be made.
4. Hunters must have a valid Driver's License and valid State of Texas Hunting License that covers their particular hunt, State and Federal Stamps, and Hunter's Identification Card.
5. Guest will pay for or reimburse MRO, property owners of leased land, or staff members for their damaged property, dogs, or medical injuries due to negligence or carelessness of guest.
5. No alcoholic beverages are allowed in the field, in route to or from a hunt, or while hunting for safety reasons.
6. **If you are sleeping in an assigned room at MRO and you move to another room without permission from Michael or JD you will be charged an additional \$135.**
7. All payments are non-refundable.
8. MRO reserves the right to cancel hunt for any reason and will not be responsible for any monies spent by hunters in preparation for hunt prior to our cancellation.
9. If hunters cancel hunts with at least a seven-day notice, we will strive to reschedule to an open date. If MRO can't accommodate your party, you will lose all deposits, without exception, due to your cancellation.
10. Pricing for hunts or other related services are subject to change without notice any time prior to reserving a hunt.
11. Balance of hunt is due upon arrival. All participants at registration must sign a liability waiver provided by MRO before hunt related activities commence.
12. Participants must follow the State of Texas Parks and Wildlife Rules and Regulations and will be subject to inspection from any MRO staff member or Game Warden at anytime.
13. A wounded animal is considered a kill. Every effort will be made to locate it. Hunters may not cross fences to hunt or track wounded game. An MRO tracker may be hired to track wounded hogs for an additional fee. Guides will have competent dogs to retrieve fowl, but there are no guarantees that they will find all game. If game is wounded or needs to be tracked, an MRO guide or tracker will be the only one with a gun and will complete the kill for you.
14. No all-terrain vehicles, ATV's, RTV's, Golf carts, or boats are allowed on the ranch or leased properties.
15. Littering is strictly forbidden.
16. All artifacts, minerals, rocks, sheds, skulls, or plants are the property of the ranch or leased properties and may not be removed from the premises.
17. Night hunting, shooting from vehicles or shooting across a road is strictly forbidden.
18. Bird hunters may be allowed to bring a retriever if desired, however, animal must be obedient, well disciplined, and have good social temperament around other dogs and people.
19. MRO Staff have the right to require that personal retrievers be kenneled if, in the opinion of MRO, the dog becomes a distraction or problem in the field. All dogs must be kenneled or tethered while at lodge. No animals are allowed inside of buildings!
20. Cartridges and shells must be removed from guns while in vehicles, at lodge, and after hunt is completed, before leaving stand or blind.
21. Waterfowl Shot Gun shells must be non-toxic shot.
22. Rifles of 270/30-06 class or larger are recommended for hog hunting. Minimum caliber accepted is 243/6mm.
23. MRO, staff and their agents shall not be responsible for theft or loss of any items brought by participants.
24. In the event game or livestock is taken willfully or inadvertently not related to contracted hunt MRO will be entitled to reimbursement for the value thereof in an amount determined by MRO.
25. **If you shoot a Nubbin Buck you will be charged a \$1500 penalty. If you shoot a spike or a buck without a guide present you will be charged \$1500 for an UNGUIDED BUCK HUNT PLUS HARVEST FEES! Harvest Fees begin at \$1500.**

**Violation of any above rule will result in forfeiture of all hunting and lodging fees, hunting privileges and all hunters in party must leave the ranch.**

X \_\_\_\_\_ INITIAL HERE  
Client Initial Here