MC² Ranch Hunts

240 Jones Rd., Kerrville, TX 78028 432-638-4404, <u>mcclay@mc2ranch.com</u> MC2RANCH.COM (Photos & Directions)

2020-2021 Hunting Season Prices

Lodge: \$250/night w/3 night maximum, 3BD, 2BA w/utilities, full kitchen, large screen TV & Blueray Disc, WiFi; Check in 2 till 8PM (only); Check out by 12 o'clock (no Meals included) \$200 Cleaning deposit at time of reservation, refundable (upon owner approval). Deposits must be paid to "MC2 Ranch". Gun Range on property for sight-in purposes only

WT Mgt Bucks under 130" - \$900 as determined by owner

All Other WT Bucks:

120-129" \$1300 130-139" \$2000 140-149" \$3500 150-159'" \$4500 160-169" \$6500 170"-up Upon request

WT Does \$250 one included FREE with each buck above
Turkeys \$100 each (in season) with a buck hunt; \$500 for two w/o
Hogs \$50, one included FREE with each buck above
Axis \$2250 Buck and \$500 Doe (Year Round w/ TPWD license)
Blackbuck \$1750 Buck and \$500 Doe (Year Round w/ TPWD license)
\$500 non-refundable deposit for two days hunting per hunter due at time of reservation for all hunts. Additional days available for \$150 for each hunter per day. Deposits must be paid to "MC2 Ranch".

Hunter is responsible for processing (Processing station next to Lodge) Professional processing available in Kerrville (6.5 miles) or Comfort (16 miles) at shooter's expense.

Hunter's signed Release of Liability required. All hunting in Texas designated seasons only. Photo ID, Hunting License, and Hunter Education Required by TPWD (<u>www.tpwd.texas.gov/business/licenses/</u>)

Guides/Hunters/Guests Release, Indemnity And Assumption Of Risks

Series 3 Of MC Associates, LLC ("tenant") has purchased certain rights, including but not limited to, hunting rights, from Series 2 Of MC Associates, LLC d/b/a MC^2 Ranch ("landlord"), and has signed a hunting lease ("lease") on real property located in Kerr County, Texas ("premises").

The undersigned is (*initial appropriate blank below*):

1. A guide/subtenant who has acquired certain hunting rights on the premises from tenant pursuant to the lease;

2. A hunter/subtenant who has acquired certain hunting rights on the premises from tenant or a guide pursuant to the lease; or

3. A guest who (a) is being allowed access to the premises, or (b) is accompanying a guide or hunter on the premises.

As part of the consideration for the rights and access being granted to the undersigned, the undersigned hereby agrees as follows:

1. Assumption Of Risk: The undersigned hereby expressly assumes the risk of entering the premises and of taking part in activities relating to hunting, fishing, and utilization of the premises which include, but are not limited to, the discharge of firearms, firing of live ammunition, and the use of machinery and equipment. The undersigned acknowledges that (a) dangerous natural or man-made conditions may exist or occur on the premises, including streams and rivers with currents and water that may be deep or flood, hazardous driving and walking conditions, uneven terrain, the presence of wild, domestic, poisonous, or diseased animals, elevated hunting stands, and/or camouflaged sunken hunting blinds; and (b) hunting is an inherently dangerous activity involving the use of firearms and other lethal implements and the presence of other hunters. The undersigned assumes all such dangers and risks.

2. Indemnity: The undersigned will indemnify, defend, and hold tenant and landlord harmless against all claims, demands, damages, and costs (collectively, "claims") incurred by or alleged against tenant and/or landlord and arising out of or relating to any activity, act, or omission of the undersigned while at or on the premises, including any claims based on any (a) injury to or death of any person(s), (b) damage to or loss of property, or (c) failure of the undersigned to comply with any applicable law or the lease.

3. Release: The undersigned waives all claims against tenant and landlord and releases tenant and landlord from all liability based on or for any (a) injury or death of the undersigned and/or (b) damage to or loss of any property belonging to the undersigned.

4. Negligence Of Landlord: The foregoing indemnities, waivers, and releases will apply even if the incident giving rise to the claim is caused in whole or in part by the condition of the premises or by the sole or concurrent ordinary or gross negligence of landlord.

5. Further Documents: The undersigned does hereby covenant and agree on behalf of the undersigned, that without further consideration the undersigned will willingly prepare, execute, acknowledge, file, record, publish and deliver such other instruments, documents, and statements, and to take such other action, as may be requested by tenant and/or landlord to carry out the intent and the purposes of this document.

6. The undersigned acknowledges that there is no relationship, contractual or otherwise, between Series 2 Of MC Associates, LLC d/b/a MC² Ranch and the undersigned, and that Series 2 Of MC Associates, LLC d/b/a MC² Ranch has no duty or duties with regard to the undersigned or the person for whom the undersigned is executing this document.

7. The term "undersigned" as used in this agreement means and includes (a) the undersigned, and the undersigned's members, shareholders, managers, directors, officers, agents, employees, guests, invitees, licensees, visitors, heirs, survivors, beneficiaries, executors, administrators, legal representatives, personal representatives, successors and assigns, and (b) any other person or entity for whom the undersigned is acting as an agent or trustee and/or any other person or entity owning an interest in the premises, and such persons or entities, members, shareholders, managers, directors, officers, agents, employees, guests, invitees, licensees, visitors, heirs, survivors, beneficiaries, executors, administrators, legal representatives, successors and assigns.

8. The term "tenant" as used in this agreement means and includes (a) Series 3 Of MC Associates, LLC, and Series 3 Of MC Associates, LLC's members, shareholders, managers, directors, officers, agents, employees, guests, invitees, licensees, visitors, heirs, survivors, beneficiaries, executors, administrators, legal representatives, personal representatives, successors and assigns, and (b) any other person or entity for whom Series 3 Of MC Associates, LLC is acting as an agent or trustee and/or any other person or entity owning an interest in the premises, and such persons or entities, members, shareholders, managers, directors, officers, agents, employees, guests, invitees, licensees, visitors, heirs, survivors, beneficiaries, executors, legal representatives, personal representatives, successors and assigns.

9. The term "landlord" as used in this agreement means and includes, (a) Series 2 Of MC Associates, LLC d/b/a MC^2 Ranch , and Series 2 Of MC Associates, LLC d/b/a MC^2 Ranch 's members, shareholders, managers, directors, officers, agents, employees, guests, invitees, licensees, visitors, heirs, survivors, beneficiaries, executors, administrators, legal representatives, personal representatives, successors and assigns, and (b) any other person or entity for whom Series 2 Of MC Associates, LLC d/b/a MC^2 Ranch is acting as an agent or trustee and/or any other person or entity owning an interest in the premises, and such persons or entities members, shareholders, managers, directors, officers, agents, employees, guests, invitees, licensees, visitors, heirs, survivors, beneficiaries, executors, administrators, legal representatives, personal representatives, successors and assigns.

10. If any part or portion of this document is determined to be invalid or unenforceable by a court of competent jurisdiction, such invalid or unenforceable part or portion shall be considered severed and removed and shall not effect the validity or enforceability of the remainder of this document.

11. This document, including its existence, validity, construction and operating effect, and the rights of each of the parties hereto, shall be governed by and construed in accordance with the laws of the State of Texas, and any claim, legal action, or other matter arising out of or related to this document, shall be brought before a court of competent jurisdiction in Kerr County, Texas.

12. The undersigned acknowledges that hunting activities on rural property such as the premises 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 the undersigned and the undersigned comes upon the premises with full knowledge of such hazards.

13. The undersigned has read this document and understands it. The undersigned is signing it freely and voluntarily.

Dated: _____

Guide/Hunter/Guest (*sign here*)

Printed Name

Address

If "the undersigned" is a minor, this release is signed by a parent or guardian of such minor.

Minor Printed Name

Parent Or Guardian (*sign here*)

Printed Name

Address