

ASSUMPTION, RELEASE AND INDEMNITY AGREEMENT
(to be signed by all parties 18 or over)

Nannola Family Limited Partnership (“Owner”) grants the undersigned the privilege of entering upon the Hilltop Ranch in Williamson county, Texas, (the “Premises”) for the purposes of hunting or other recreational purposes, but only on the condition that the undersigned agrees to and acknowledges the following terms and conditions:

- A. RISKS:** The undersigned acknowledges that entering upon the Premises for hunting, firearm handling, or other recreational purposes on a ranch may be dangerous, AND THE UNDERSIGNED ASSUMES ALL RISKS, KNOWN OR UNFORESEEN, RELATING TO ANY ACTIVITY ON HILTOP RANCH. The undersigned warrants that he or she is over the age of 18 and if hunting, then experienced in hunting and firearm handling, or, if such is not the case, that the undersigned will be accompanied and supervised by a person over 21 years of age who is experienced in hunting and firearm handling. The undersigned acknowledges that neither the Indemnities, as named below, nor their agents or employees have made any warranties or representations regarding any condition of the Premises, AND THE UNDERSIGNED ASSUMES ALL RISKS REGARDING THE CONDITIONS OF THE PREMISES, INCLUDING BUT NOT LIMITED TO ALL DEFECTS IN THE PREMISES, SEEN OR UNFORSEEN. The undersigned agrees to and shall supervise all persons under the age of 18 years entering the Premises with the undersigned.
- B. RELEASE, HOLD HARMLESS AND INDEMNIFY:** THE UNDERSIGNED HEAREBY RELEASES AND AGREES TO INDEMNIFY AND HOLD HARMLESS OWNER, ALL PARTNERS THEREOF, AND ALL THEIR HEIRS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, EMPLOYEES, INDEPENDENT CONTRACTORS, AGENTS, AND OTHER PERSONS COMING UPON THE PREMISES WITH THE EXPRESS OR IMPLIED CONSENT OF OWNER (HEREIN COLLECTIVELY REFERRED TO AS “INDEMNITEES”) FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, JUDGMENT AND ANY RELATED COSTS AND EXPENSES ARISING OUT OF, OR RELATED TO, OR ALLEGED TO HAVE ARISEN OUT OF, OR BEEN RELATED TO ENGAGING IN HUNTING ACTIVITIES, HANDLING OF FIREARMS BY ANY PERSON(S), AND/OR THE USE AND/OR PRESENCE UPON THE PREMISES BY ANY PERSON(S) (HEREIN COLECTIVELY REFERRED TO AS THE “COVERED LIABILITIES”).

THIS RELEASE AND THIS HOLD HARMLESS AND INDEMNITY AGREEMENT IS INTENDED TO APPLY AND SHALL APPLY TO ALL COVERED LIABILITIES INCLUDING BUT NOT LIMMITED TO: (1) THOSE COVERED LIABILITIES ARISING FROM OR ATTRIBUTED TO THE JOINT OR CONCURRENT NEGLIGENCE OF ANY INDEMNITEE; OR (2) THOSE COVERED LIABILITIES ARRISING FROM OR ATTRIBUTED TO THE SOLE NEGLIGENCE OF INDEMNITEE; OR (3) THOSE BASED ON STRICT LIABILITY. THE ONLY COVERED LIABILITIES WHICH ARE NOT INTENDED TO BE WITHIN THE SCOPE OF THIS RELEASE, HOLD HARMLESS AND INDEMNITY AGREEMENT ARE THOSE COVERED LIABILITIES RESULTING SOLELY FROM THE GROSS NEGLIGENCE OR WILLFULL MISCONDUCT OF AN INDEMNITEE.

- C. RULES AND REGULATIONS:** For the safety of all persons entering the Premises and for the protection of the Premises itself, the Owner may impose written or oral rules and regulations for the privilege of entering upon the Premises. Owner reserves the right, at his sole discretion, to terminate the undersigned’s privilege to be on the Premises at any time.
- D. ACCOMPANYING INDIVIDUAL UNDER 18:** If the undersigned is 21 years of age or older and is accompanied by an individual less than 18 years of age, information about that minor is shown on the left below.

AGREED BY THE EXECUTION HEREOF:

NAME, ADDRESS, AND HUNTING
LICENSE NUMBER OF ANY MINOR
UNDER 18 YEARS OF AGE
ACCOMPANYING THE SIGNING PARTY

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE DAY: _____ NIGHT: _____

EMAIL: _____

TEXAS DRIVER’S LICENSE NO. _____

TEXAS HUNTING LICENSE NO. _____

SENT TO:
Ralph@hilltopranch.us
Fax: 512-973-8754
Mail: Hilltop Ranch
1003 Oakland Dr.
Round Rock, TX 78681

RULES AND REGULATIONS

Located about 5 miles past Coupland, east on CR 1466.

Go east until you see the sign Hilltop Ranch on the gate, this will be on your right. If you come to the end of the road CR 619 you went too far.

Enter gate, this will not be locked or the combination will be 1466.

Please sign in on the sheet. There will also be a map of the property.

1. The property has an electric fence, so do not touch it, it will give you a shock.
2. All gates need to be closed if you open them.
3. Pick up all you shells and any litter that you have. There will be garbage pails to dump your trash in.
4. Be careful of livestock when shooting.
5. Obey all hunting regulations.
6. Any children that don't have a gun will not be charged for.
7. Stay on the roads with any vehicles.
8. Sign in when arriving
9. Sign the liability waiver.
10. No alcohol with hunting.
11. Hunt only in fields assigned to.
12. No trespassing on other properties
13. Fishing is not included
14. Dove season ends after the 1st part of the split season.
15. No ATVs
16. No target shooting.
17. You are responsible for any damage to property or livestock.

For those on a season lease, CALL ME when you will be hunting. This way we know who is out there. We will let you know if we will be working out there and in what fields.

Any infringements or disregard of rules WILL FORFEIT any hunting opportunity and you will be asked to leave at once. Please use common sense while here.

Most of all have a great time and a safe hunt.

Thank you

General Manager, Ralph Nannola 512-294-7209
Hilltop Ranch, Management

I HAVE READ AND UNDERSTAND THE RULES AND REGULATIONS FOR HILLTOP RANCH

_____	_____
_____	_____
_____	_____
_____	_____