

RELEASE OF LIABILITY AND ACKNOWLEDGMENT
AND ACCEPTANCE OF RISKS, HAZARDS AND DANGERS
(20494 N. CR 3360 and Adjacent Land)

In consideration of permitting me to enter and hunt or otherwise engage in activities on the real property located at 20494 N. CR 3360, Stratford Oklahoma 74872 and adjacent property owned by Chad Mercer (collectively "Premises"), **I DO HEREBY RELEASE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS, the owners of the Premises, including but not limited to Earth Innovations, Inc., Chad Mercer, and each of their respective heirs, executors, legal representatives, agents, employees, officers, shareholders, partners, and those persons or entities managing ranch or hunting on the Premises including but not limited to Chad Mercer and Jon Jones (collectively, the "Released Parties"), FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION OF ANY SORT AND DAMAGES, INCLUDING ATTORNEYS' FEES, RESULTING FROM ANY ACCIDENT, INCIDENT OR OCCURRENCE ARISING OUT OF, INCIDENTAL TO OR IN ANYWISE RESULTING FROM MY USE OF THE PREMISES, INCLUDING BUT NOT LIMITED TO, HUNTING AND OTHERWISE PARTICIPATING IN SHOOTING EVENTS THEREON, DURING THE PERIOD OF TIME I AM ON THE PREMISES AND UNTIL I LEAVE THE PREMISES, REGARDLESS OF whether same may result from Released Parties' NEGLIGENCE OR GROSS NEGLIGENCE.** I further covenant and agree for myself, my heirs, successors, legal representatives and assigns, that **I WILL NOT MAKE ANY CLAIM OR INSTITUTE ANY SUIT OR ACTION AT LAW OR IN EQUITY AGAINST THE RELEASED PARTIES AS A RESULT OF SUCH ACTIVITIES.**

I ACKNOWLEDGE AND UNDERSTAND THAT NO WARRANTY, EITHER EXPRESS OR IMPLIED, IS MADE by any of the Released Parties as to the condition of any roads, buildings, fences, gates or other improvements on the Premises, or the Premises itself; that dangerous conditions do exist and THAT THIS DOCUMENT IS SUFFICIENT WARNING that there are numerous dangerous conditions, risks and hazards involved in hunting and outdoor recreation on the Premises and in use of the improvements situated thereon, including BUT NOT LIMITED TO: poisonous snakes, insects and spiders, unstable blinds and tree stands; erosion and general condition of the land both on and off roadways and trails creating rough, hazardous and dangerous driving and walking conditions; animals both wild and domestic, which may be diseased and/or potentially dangerous; deep water; other persons with firearms on or off the Premises; RISK OF INJURY FROM THE USE OF FIREARMS, INCLUDING RISK OF BEING SHOT AND INJURED OR KILLED BY OTHER HUNTERS; and use of vehicles for a purpose which they are not intended. I further hereby state that I EXPRESSLY ASSUME ALL SUCH RISKS, HAZARDS AND DANGERS with the understanding that I am exposing both my person and property to same. In the event any of my children or other minors are accompanying me on the Premises, this document shall release any and all claims, demands or causes of action any such children and/or minors may have, or I may have, in respect of such activities, and I am authorized to release their claims as set forth herein. I INDEMNIFY AND HOLD HARMLESS ALL RELEASED PARTIES OF AND FROM ALL LIABILITIES ARISING FROM THE CONDUCT (ACT, ERROR OMISSION) OF MY CHILDREN AND MINORS ACCOMPANYING ME.

This Release of Liability and Acknowledgment and Acceptance of Risks, Hazards and Dangers is effective for a period of 2 years from the date signed, and will apply to each and every entry upon the Premises.

DATED AND SIGNED, as of the ____ day of _____, 2023.

Signature

Print name

Hunting Lic./Doc. #