

Axis Deer Ranches LLC DBA Comanche Spring Ranch

Welcome to Comanche Spring Ranch (Axis Deer Ranches, LLC). We are happy to have you on our property and hope you have a wonderful experience! Each hunter must read, accept and sign the following Liability Release Agreement and the Comanche Spring Ranch Hunting Rules.

Please note:

**THIS LIABILITY RELEASE AGREEMENT LIMITS YOUR RIGHT TO RECOVERY
OF DAMAGES IN CASE OF PERSONAL INJURY, DEATH OR PROPERTY DAMAGE.**

Comanche Spring Ranch as it appears herein is understood to mean Axis Deer Ranches, LLC dba Comanche Spring Ranch, and any properties this entity represents, particularly the 2,200 acres (more or less) named Comanche Spring Ranch in Concho County, Texas. The term Comanche Spring Ranch as used herein also means all owners, officers, directors, representatives, guides/escorts, independent contractors, successors, assigns and employees of such business or properties represented.

Hunters as it appears herein is understood to mean, singular or plural: YOU, the members of your party, any minors in your party, any of your guests, or guests of members of your party. Visitor also is understood to mean anyone escorting your party.

Hunters agree to the following as attested by your signature(s) on the next page. You also agree that the inadvertent failure of a member of your party to sign this agreement shall not affect its validity for all members and the inadvertent failure to sign this agreement precludes that individual's being on the Comanche Spring Ranch properties and amounts to trespass.

By signature(s) on the next page, Hunters agrees to the following:

1. Hunters know that their Guide/Outfitter does not represent Comanche Spring Ranch but is a separate legal entity which has contracted with Comanche Spring Ranch to bring Hunters on this property.
2. Hunters will abide by 'Comanche Spring Ranch Hunting Rules' outlined in attached sheet, received as a handout, and/or posted in hunting accommodations.
3. Hunters will abide by oral instructions given by guides, outfitters, or employees and representatives of Comanche Spring Ranch.
4. Hunters will abide by all Federal and State Laws (game laws and other laws).
5. Hunter recognizes that being in the outdoors and/or being around exotic and native animals may involve decidedly more risk than normal daily activities. Hunter assumes this risk themselves while on Comanche Spring Ranch. Hunter assumes all risk for operating vehicles, machinery, or weapons on Comanche Spring Ranch. Hunter will not make any claim or institute any suit or action at law or in equity against Comanche Spring Ranch and will indemnify and hold harmless Comanche Spring Ranch against any loss or damage by reason of accident, incident, or occurrence arising out of or in connection with their stay and their activities on Comanche Spring Ranch, even if such accident, incident or occurrence is caused in whole or in part by negligence of Comanche Spring Ranch or the Hunters' Guide/Outfitter.
6. The fact that Hunter may have paid a fee to be on the premises and to hunt does not affect this Agreement. Any fees are directly related to accommodations, guides, animal purchase, tours, or services and not considered in any way the acceptance of liability on the part of Comanche Spring Ranch.



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7. Hunter makes this Visitor Liability Release Agreement also on behalf of their heirs, assigns, distributees, guardians, wards, legal representatives, and successors.
8. Hunter also releases and indemnifies Comanche Spring Ranch from any and all claims from any activity that might accrue due to visitor's activities with Comanche Spring Ranch.
9. Hunter agrees that this Liability Release Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Texas and that if any provision thereof is held invalid, it is agreed that the remaining provisions shall, notwithstanding, continue in full legal force and affect.
10. Hunter agrees that this Liability Release Agreement shall be applicable to all visits to Comanche Spring Ranch from this date of execution into the future. This article does not deny Comanche Spring Ranch the right to require a new Liability Release Agreement upon the beginning of each visit nor does this Liability Release Agreement allow hunter to return without proper invitation or authorization and escort.
11. If Hunter instigates any claim or suit contrary to what they have agreed to here, and that claim or suit is dropped, postponed or delayed by them for ninety (90) days or more, or decided against them, then visitor will pay Comanche Spring Ranch's legal expense incurred in research, evaluation, review, and/or defense of such claim or suit.

All articles have been read and agreed to this ____ day of _____, 20____.

Hunter #1 has received a copy of this agreement as a representative of all Hunters herein below signed.

#1 Hunter Printed Name

#1 Hunter Signature

Hunter Printed Name

Hunter Signature

Hunter Printed Name

Hunter Signature

Hunter Printed Name

Hunter Signature

Guide Printed Name

Guide Signature



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Hunting Rules

All Comanche Spring Ranch Hunters and their guests will comply with the following rules:

1. Cartridges should not be in gun chamber until Hunter is in direct anticipation of shooting at a guide-approved target.
2. All guns with the cartridge in the chamber should be on safety until the moment of firing.
3. Loaded or unloaded weapons will never be pointed at people.
4. Loaded weapons will not be transported in vehicles unless on safari-style hunt direct anticipation of shooting.
5. Cigarette smoking alerts animals to your presence and is not encouraged. Smoking on a ranch needs special precautions: only put ashes in a receptacle and be sure all butts are stomped out dead. Ashes or butts dropped into grass can cause pasture fires and the loss of animals and forage.
6. There will be no alcohol consumption until the conclusion of the day's hunt and all parties have returned to the hunting accommodations and emptied and stored their weapons.
7. Hunters will obey oral instructions of Hunters' Guide and Comanche Spring Ranch representatives.
8. Hunters will obey Federal and State Laws (game laws and all laws).
9. Hunters whose attitude or actions appear irresponsible, belligerent, 'under-the-influence' or non-complying will be asked to leave the premises and will forfeit any fees.
10. Every effort will be made to find a wounded animal but, whether found or not, the animal will be judged a kill. All kills will be paid for.
11. Comanche Spring Ranch is a working venison ranch. Hunters will not move about the property without being in the company of a guide or representative.
12. If asked by Hunters' Guide or Comanche Spring Ranch, Hunter will demonstrate knowledge of his weapon and its proper handling and prove the weapon's good repair, safety, and accuracy.
13. Any property belonging to Comanche Spring Ranch, its neighbors, or business partners, which is damaged or lost by Hunter will be paid for by Hunter.
14. Hunter will assume all liability for Hunter's actions or omissions that lead to any loss or damage whatsoever. Hunter will agree to and sign Liability Release Agreement before being allowed to participate in activities on Comanche Spring Ranch.
15. Hunter understands that any photographs taken while at Comanche Spring Ranch belong solely and exclusively to the ranch. Any photos may be used for and not limited to print, electronic, video, and/or Internet marketing. Hunter voluntarily waives any and all rights with respect to any such photographs, including, but not limited to, compensation, copyright, and privacy rights and any right to inspect or approve such photographs.

