

**LICENSE FOR WATERFOWL HUNTERS, BIRDERS AND THEIR GUESTS  
IMPERIAL RESERVOIR, PECOS COUNTY, TEXAS  
WARNER HUNTING LEASES**

**PURPOSE OF THIS AGREEMENT:**

1. Eben D. Warner, III, hereinafter called "Licensor", leases the south western portions of the Imperial Reservoir for **waterfowl hunting and bird watching only**, from the Pecos County Water District #2.
2. Eben D. Warner, III, also leases the Santa Rosa Ranch, which joins the Imperial Reservoir on its south and west sides, for hunting and recreational purposes from Schuyler Wight.
3. This License provides access to specifically designated areas of the Imperial Reservoir, for the limited purposes stated herein, subject to the terms and conditions set out in this agreement.
4. Access to said specifically designated areas of the Imperial Reservoir, is only through that part of the Santa Rosa Ranch which is contiguous to the Imperial Reservoir.
5. All access to and use of both the Imperial Reservoir and the Santa Rosa Ranch is strictly limited by the terms and conditions set out in this agreement.

1. THE TERM OF THIS LICENSE: **(Dates will be provided to Licensees when they are available.)**
  - a) begins after the Imperial Reservoir has closed for general recreational uses; AND
  - b) continues during the waterfowl seasons, including duck, goose and sandhill crane, as established from year to year by the Texas Parks and Wildlife Commission; AND
  - c) ends for hunting, on the last day of the waterfowl seasons listed above; AND
  - d) ends for all purposes ten 10 days prior to the reopening of the Imperial Reservoir to the general public for recreational uses.
  - e) Specific authorized dates if needed. (    /    /    ) to (    /    /    ).

2. THE AREA COVERED BY THE LICENSE:
  - a) is the **southwest portion** of the Imperial Reservoir, and
  - b) the leased area is shown on the **MAP** attached hereto; and
  - c) the boundaries of the leased area will be marked by **SIGNS** on the reservoir banks.

3. THE PURPOSE OF THE LICENSE:

To hunt waterfowl, specifically limited to ducks, geese, and sandhill cranes, and to view birds and wildlife visible from the area covered by the license, as defined herein. This agreement does not allow the Licensee or Guests to hunt, shoot, or engage in any other activity on the Imperial Reservoir or the Santa Rosa Ranch, except those specifically named herein. This License does **not** allow the shooting of any game other than waterfowl on the Imperial Reservoir.

4. ONLY SHOTGUNS ARE ALLOWED ON THE LEASE. Shotguns must be in compliance with all state and federal requirements for shotguns used in waterfowl hunting. No pistols or rifles of any kind are allowed in the area covered by this license.

5. ACCESS TO THE AREA COVERED BY THE LICENSE. Access for waterfowl hunting is only by means of the roads on the Santa Rosa Ranch which are designated for this purpose. Entry to the roads will be through a locked gate with a separate combination which will be given only to licensees authorized to hunt waterfowl under this agreement. Licensees are to exit the Santa Rosa Ranch by the same locked gate.

6. ONLY ACTIVITIES SPECIFICALLY ENUMERATED HEREIN ARE AUTHORIZED UNDER THIS LICENSE, AND ALL OTHER ACTIVITIES ARE PROHIBITED, BOTH ON THE IMPERIAL RESERVOIR AND THE SANTA ROSA RANCH ACCESS ROAD.

**LICENSE:** Eben D. Warner, III, hereinafter called "Licensor", hereby grants a nonexclusive License to the undersigned Licensee and specified Guests for waterfowl hunting and bird watching only; on the specific part of the Imperial Reservoir as described herein, as shown on the attached map and as marked on the ground; only during the times set out in this License.

Licensor grants Licensee and authorized guests, ingress and egress through and across the designated portion of the Santa Rosa Ranch, only for the specific purposes and during the times described in this agreement, subject to the terms and conditions on the following pages of this agreement.

**LIMITATIONS ON THE LICENSE AGREEMENT**

**AUTHORIZED PERSONS:** LICENCEE, and \_\_\_\_\_ GUESTS, \_\_\_\_\_ TOTAL PERSONS.

**AUTHORIZED PURPOSES:**

- 1) \_\_\_\_\_ TO HUNT DUCKS, GEESE, and SANDHILL CRANE.
- 2) \_\_\_\_\_ TO BIRDWATCH, ONLY.
- 3) \_\_\_\_\_ TO HUNT WATERFOWL & BIRDWATCH.

Licensee's Initials and Date \_\_\_\_\_

THIS LICENSE IS SUBJECT TO THE FOLLOWING CONDITIONS

- 1) The License is subject to the Lessor's Hunting License Terms and Conditions.
- 2) Subject to the Licensee signing the Hunters Liability Release and Indemnification Agreement.
- 3) Licensor agrees that every adult entering the premises will sign in, and that every minor will be signed in by his adult guardian, each time they access the lease. Every sign-in sheet has a release on the back of said sheet and states that by entering the property they agree to the terms of the release.
- 4) The License is subject to additional rules that may be provided to Licensee in writing.
- 5) Dove hunting is not permitted on the reservoir.

ACCESS TO RESERVOIR BY LICENSEE AND LICENSEE'S GUESTS.

- 1) Access is granted for HUNTING, only when:
  - A. The Reservoir is closed to normal recreational activities; and
  - B. When the Season is Open for Ducks, Geese or Sandhill Cranes.
- 2) Access is granted for SCOUTING, BLIND PREPARATION & REMOVAL, from the time the Reservoir is closed to recreational activities, until 30 days after the last day of waterfowl season.
- 3) Access is granted for BIRDING when the Reservoir is closed to general recreational activities.
- 4) SPECIFICALLY EXCLUDED are any "NO HUNTING" areas shown on signs or maps.
- 5) **PURPOSE OF LICENSE:** This license allows you to engage in recreational activities on the portion of the ranch described above, **subject to the rules herein**. You may hunt only the game birds indicated on your lease and permit card. Your license to use the property is not exclusive of other persons with such licenses. If you plan to camp or park a motor home or trailer on the Santa Rosa Ranch property overnight, contact me for **written consent**. There is no camping or parking overnight on Imperial Reservoir.
- 6) **GAME LAWS:** A condition of this license is that you and your party follow all state and federal game laws and the terms of the license. You must show the contents of your bag to Licensor or Rancher upon request.
- 7) **TYPES OF FIREARMS ALLOWED:** Hunting shall be by means of shotgun only, and for wildfowl, steel shot only.
- 8) **PERMIT CARDS:** Each Licensee will receive one picture I.D. permit card and one vehicle identification card. The permit card covers **only** the person named on the card. Licensee should have the permit card in his possession while on the ranch, and must show it to Lessor, Reservoir or Ranch employees upon request. Licensee may be accompanied by guests only if his permit card so specifies. The number of persons in the party may not exceed the number shown on the permit card and the vehicle identification card. **Guests may NOT come on the ranch or Reservoir unless the Licensee is present.**
- 9) **VEHICLE IDENTIFICATION TAGS:** Each Licensee will receive one vehicle identification tag. This tag allows Licensor and ranch employees to identify persons with authority to be on the ranch and the maximum number of persons who are allowed to be in the party. **THE VEHICLE IDENTIFICATION TAG SHOULD BE DISPLAYED AT ALL TIMES YOU ARE ON THE LEASE BY HANGING IT FROM YOUR REAR VIEW MIRROR INSIDE THE VEHICLE SO THAT IT IS CLEARLY VISIBLE THROUGH THE WINDSHIELD.** If you lose your I.D. tag, please contact me for another.
- 10) **SIGNING-IN and SIGNING-OUT:** All in party, **without exception**, must sign in.
  - A. **LOCATION OF SIGN-IN POINT. SIGN IN AT ENTRANCE "A" ONLY.**
  - B. **SIGN IN BEFORE EACH HUNT, all adults sign, and list all minors.**
- 11) **GUESTS:** Guests are not allowed UNLESS they are with the Licensee. The total number in the party will be reflected on the personal and vehicle I.D.s. **THE HOST LICENSEE AND ALL GUESTS MUST HUNT TOGETHER IN THE SAME PARTY. EACH LICENSEE ASSUMES SOLE RESPONSIBILITY FOR HIS GUESTS OR FAMILY MEMBERS AND ALL ACTS COMMITTED BY THEM. ALL ACTS OF GUESTS OR FAMILY MEMBERS SHALL BE DEEMED TO BE THE ACTS OF LICENSEE.**
- 12) **RELEASE OF LIABILITY:** In consideration of the rights granted by this lease, **THE UNDERSIGNED LICENSEE RELEASES LESSOR, THE WATER DISTRICT, THE RANCH OWNER, THEIR STAFF AND EMPLOYEES, FROM ANY AND ALL LIABILITY OR RESPONSIBILITY FOR ACCIDENTS, INJURY OR DAMAGES OF ANY KIND WHILE ON THE RANCH.** Said release is in behalf of the person signing, his heirs, administrators and executors. This release is in addition to the two statutory limitations of liability for recreational use of land as provided by Texas law, one for individuals and one for public entities such as the Imperial Water District.
- 13) **DAMAGE:** **Any damage to persons or property must be reported immediately to the Lessor.** Report the escape of livestock or injury to livestock to Ranch employees or owner, immediately, as well as to the Lessor. Each Licensee is responsible for damages caused by him, his family members and guests.
- 14) **RESPECT THE RIGHTS OF OTHER HUNTERS:** This lease is for the benefit of all of the Licensees. Always be courteous. **DO NOT JOIN OTHER HUNTERS UNLESS THEY INVITE YOU TO DO SO OR UNLESS THEY AGREE THAT YOU MAY JOIN THEM AFTER A COURTEOUS REQUEST.** (Separate Blind rules will be given to Waterfowl Hunters.)
- 15) **LITTER: TAKE EVERYTHING OUT WITH YOU THAT CAME IN WITH YOU!**
  - A. **Pick up empty hulls whenever possible.**
  - B. **DO NOT CLEAN BIRDS ON RESERVOIR PROPERTY, OR RANCH PROPERTY UNLESS YOU TAKE ALL PARTS OF THE GAME WITH YOU OFF OF THE RANCH PROPERTY.**
  - C. Licensees are responsible for the litter of their family and guests.
- 16) **OFF-ROAD DRIVING:** VEHICLES ARE NOT ALLOWED OFF THE DESIGNATED ROADS AND PARKING AREA. If the roads are muddy, do not continue on them if your tracks are damaging the road surface.
- 17) **MISCELLANEOUS:** This is a working ranch, avoid ranching operations in progress.
  - A. Avoid livestock while hunting.

Licensee's Initials and Date \_\_\_\_\_

B. **LEAVE GATES AS YOU FOUND THEM.** If open, leave open; if closed, be sure to close it securely after you have gone through. Put the gate back like it was **AT THAT TIME YOU GO THROUGH IT**, even if you will only be in the pasture for a few minutes.

C. Only TRAINED HUNTING DOGS are allowed on the ranch. Control dogs around livestock.

D. **FIRE HAZARDS:** Always exercise the highest care to prevent fires. Take particular care that cigarettes and matches are no longer burning, then dispose of them **INSIDE YOUR VEHICLE**.

18. **CHANGES:** Any changes in the lease or rules will be given in writing and will be effective on the second day after they have been mailed.

19. **BREACH OF LEASE OR RULES:** Breach of any of the conditions or terms of the lease or the rules of conduct will result in the permit card, vehicle identification card and all rights under the lease being forfeited. **IN SUCH EVENT, THERE WILL BE NO REFUND OF MONIES PAID.** Refusal to identify yourself or to present your card upon request are breaches of the license.

20. You agree not to lease or license said property, or any portion thereof, from the owner, directly or indirectly, for three years unless agreed to in writing by licensor/lessor.

21. **THIS LEASE IS NOT TRANSFERABLE.**

**AUTHORIZED USE DATES:** As set out on page one, for years starting September 1, 201\_\_ .

**Eben D. Warner, III, Licensor:** \_\_\_\_\_ **Date Signed:** \_\_/\_\_/\_\_ .

508 N. Jackson, Odessa, TX 79761 Office (432) 332-6955 Cell (432) 553-4008  
Home (432) 366-4292 Area (800) 750-6955 Fax (432) 332-0536  
E-mail: warners@netwest.com Website: www.warnerhuntingleases.com

On [www.warnerhuntingleases.com](http://www.warnerhuntingleases.com), double click on each ranch to download leases, maps and copies of all agreements, terms of conditions, and releases.

**LICENSEE INFORMATION & SIGNATURE**

*PLEASE PRINT: Fill out all applicable blanks below.*

*PLEASE PRINT : Items with a (\*\*) are required if you have said item.*

A) HUNTER/LICENSEE:\*\* (Print Name) \_\_\_\_\_

B) HOME ADDRESS:\*\* \_\_\_\_\_

C) BUSINESS ADDRESS:\*\* \_\_\_\_\_

(send mail to my)  home address  business address.

D) TELEPHONE:\*\* (home) \_\_\_\_\_

(work) \_\_\_\_\_

(cell) \_\_\_\_\_

E) E-Mail:\*\* \_\_\_\_\_

*I HAVE READ THIS LICENSE AND UNDERSTAND AND ACCEPT ITS TERMS, INCLUDING THE LIMITATIONS ON LIABILITY.*

F) Signature:\*\* \_\_\_\_\_ G) DATE:\*\* \_\_\_\_/\_\_\_\_/\_\_\_\_

*Check website [www.warnerhuntingleases.com](http://www.warnerhuntingleases.com) for latest information concerning this lease.*

Licensee's Initials and Date \_\_\_\_\_

**HUNTER’S LIABILITY RELEASE AND INDEMNIFICATION AGREEMENT**

Hunter, the undersigned, understands and acknowledges that the land on which the hunting is to take place is owned by a third party, hereinafter called Owner. In some cases, the Owner has leased the surface to yet another party, hereinafter called Tenant. In all of the hunting leases, either Owner or Tenant has leased the right to sublease the property for hunting to the Licensor, Eben D. Warner, III.

Pursuant to the terms of the agreements described above between Owner or Tenant and Licensor, the undersigned Hunter has acquired limited hunting rights on the property described in the Hunting License Agreement. As a part of the consideration for Hunter being allowed to exercise such hunting rights, Hunter knowingly and willingly agrees as follows:

1. HUNTER AGREES TO INDEMNIFY AND HOLD OWNER, TENANT, LICENSOR, AND THE AGENTS AND EMPLOYEES OF OWNER, TENANT AND LICENSOR, hereinafter called OWNER, ET AL, HARMLESS AGAINST ALL CLAIMS, DEMANDS, DAMAGES, COSTS and EXPENSES, including reasonable attorneys fees for the defense thereof, arising from the activities of Hunter or his guests or children on or around the lease at any time, EVEN IF the claim, demand, damage, cost or expense is CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF OWNER, ET AL.
2. HUNTER FURTHER RELEASES OWNER, ET AL, FROM ALL LIABILITY OWNER, ET AL, may otherwise owe to Hunter, hunter’s heirs, survivors, beneficiaries, or assigns for any PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that Hunter suffers while on the lease at any time. This release applies to all injuries or damages which may be suffered by Hunter, his heirs, survivors, beneficiaries or assigns, EVEN IF CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF OWNER, ET AL. This release also covers and includes claims and causes of action or injury to or death of any of hunter’s children.
3. Hunter acknowledges that hunting activities on rural property such as the hunting lease premises can result in injury or damage to the person or property of persons doing those activities as well as others. The many possibilities and sources of injury or damage include, but are not limited to: firearms; road hazards, including erosion; wild and domestic animals; poisonous snakes, insects and spiders; oilfield operations, farming operations, ranching operations; deep water and the use of vehicles. Such hazards are acknowledged by Hunter and he comes upon the hunting lease with full knowledge of such hazards Hunter consents to accept whole responsibility for exposure to all such dangers, risks and hazards, whether or not specifically enumerated herein.
4. Hunter acknowledges and understands that no warranty, express or implied, is made by OWNER, ET AL as to the condition of the leased premises.
5. For the right to enter the leased premises, I hereby waive all claims and release and agree to indemnify and hold harmless the owner, et al from and against any and all claims, demands, causes of action and damages, including but not limited to, court costs, judgments and attorney’s fees, resulting from any accident, incident or occurrence arising out of, incidental to or in any way resulting from the use of or exposure to the leased premises and/or the Lessor’s activities thereon. The activities include, among other things, injury or death to me (us) and/or damage to or destruction of my (our) personal property including dogs. This agreement waives, releases and indemnifies all claims arising from any incident or occurrence caused in whole or in part by (1) the Lessor’s negligent conduct, whether active or passive on the leased premises and (2) any incident or occurrence caused in whole or in part by the condition of the leased premises, whether or not the condition was caused, in whole or in part, by the Lessor’s active or passive negligence. This release applies during the time that I (we) am (are) permitted on the leased premises, now and in the future, and until this agreement is revoked in writing.
6. I (we) hereby further covenant and agree that I (we), my (our) heirs, successors and assigns will not make any claim or institute any suit or action at law or in equity against the owner, et al by reason of the Lessor’s active or passive negligent conduct or by reason of the condition of the leased premises, whether natural or man-made and whether the condition is caused the Lessor’s active or passive negligence.
7. Furthermore, I (we) declare I (we) are aware of State v. Shumake, 131S.W. 3d 66 (Tex. App.-Austin 2003), decided by the Texas Supreme Court in 2006. In that case, the landowner’s failure to warn of an extremely dangerous man-made condition may give rise to a cause of action for gross negligence. I (we) hereby and agree and declare that the written notices (warnings) stated above in this agreement serve to warn me (us) of any actual or potentially dangerous natural or man-made condition(s) I (we) would not reasonably expect to encounter on the leased premises that may cause serious bodily harm or death. By affixing my (our) signature(s) below, I (we) knowingly and expressly ASSUME THE RISK of my (our) exposure to those natural or man-made dangerous conditions we are apt to encounter expectedly or unexpectedly. This assumption of the risk may be used by the Lessor as a defense in a court of law as outlined by the Texas Supreme Court as outlined in Farley v. M.M. Cattle Co., 529 SW 2d 751, for any claim(s) arising out of the failure to warn of any natural or man-made dangerous conditions, whether we reasonably expect to encounter them or not.
8. If any terms, provision, covenant, release, assumption or condition of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
9. By signing below, hunter acknowledges that he has read this document, understands it and consents to all stipulations contained in it. Hunter is signing it freely and voluntarily.
10. Hunter acknowledges that the activities contemplated in this lease are covered by the limitation on liability set out in Section 75.002 Texas Civil Practice and Remedies Code.

\_\_\_\_\_ ( \_\_\_ / \_\_\_ / \_\_\_ )  
HUNTER Date

Licensee’s Initials and Date \_\_\_\_\_