

SANTA ROSA RANCH
HUNTING LICENSE AGREEMENT
PECOS COUNTY

Eben D. Warner, III, hereinafter called Licensor, leases approximately 20 sections of the Santa Rosa Ranch in Pecos County, Texas, for recreational activities, including hunting. Licensor hereby grants a license to the undersigned Licensee for recreational activities only, subject to the terms and conditions in this agreement and any rules that may from time to time be transmitted to Licensee. This license is subject to the HUNTING LEASE TERMS AND CONDITIONS, Pages 1 and 2, which are attached and have been initialed and dated. Note Rules 13, 14 & 15.

Licensee may hunt, using lawful means, the following (note that fishing at the springs is prohibited):

- 1. [ ] All Legal game animals EXCEPT DEER
2) [ ] Varmints as recognized by the Texas Parks and Wildlife Department
2). [ ] Dove and Quail only
3). [ ] Duck only

TOTAL NUMBER OF HUNTERS, INCLUDING LICENSEE: [ ] 1 [ ] 2 [ ] 3 [ ] 4 (Mark only one box.)
(Limited to two (2) rifle hunters)

Licensor hereby grants to Licensee a nonexclusive license to hunt on the Santa Rosa Ranch. Licensee must:

- 1. Sign the Hunting License Agreement,
2. Sign the Hunter's Liability Release And Indemnification Agreement and
3. Initial the Hunting Lease Terms and Conditions. This License is subject to the attached Terms and Conditions and is subject to the statutory limitations on liability for allowing land to be used for recreational purposes.
The lease is for the hunting seasons indicated beginning September 1, 20\_\_\_\_; or [ ] one year ending \_\_\_\_/\_\_\_\_/\_\_\_\_.

LICENSOR: \_\_\_\_\_ Eben D. Warner, III \_\_\_\_/\_\_\_\_/\_\_\_\_

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, 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 for latest information concerning this lease.

**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 \_\_\_\_\_

**WARNER HUNTING LEASES  
VARMINT HUNTING LEASE TERMS AND CONDITIONS**

These rules apply to the SANTA ROSA RANCH leased by Eben D. Warner, III, and subleased or licensed to third parties for recreational uses and hunting. This license is for recreational activities only and is subject to the terms and conditions in this agreement and any rules that may from time to time be transmitted to Licensee. This license is sometimes referred to in this document as the "lease" and the Licensee is sometimes referred to as "Lessee."

1. **LEASE TERM:** Hunting rights granted hereby may be year-round or for the specific season indicated. Lease payments may be prorated. All leases terminate at the end of the season or at the date set out on page 1. Access is granted to Lessee upon all of the following:

- A. Upon signing the lease, and paying the lease payment in full; AND
- B. Upon Lessee having received the vehicle and personal I.D. cards; OR
- C. By permission slip signed by Lessor, in order to view the lease at the times stated on the permission slip.

2. **AREA COVERED BY THIS LEASE:** The portion of the ranch designated on the signature page is covered by this license. **SPECIFICALLY EXCLUDED** from such lease are any "**NO HUNTING**" areas shown on the agreement, signs or maps, or transmitted to Lessee by Lessor, if any such areas exist.

3. **PURPOSE OF LICENSE:** This lease allows you to engage in recreational activities on the property described on your lease. Lessee may hunt authorized game and non-game species. It authorizes Lessee to have the number of guests as the license provides, plus authorized children. Your license is nonexclusive, and other persons will have leases.

4. **GAME LAWS:** A condition of this license is that you and your party obey all state and federal game laws and the license rules. You must show the contents of your bag to Licensor or Rancher upon request.

5. **MEANS AND METHODS OF HUNTING:** Hunting is by means of **firearms and bows** legal for the game being hunted. Traps may not be used unless prior written permission of Lessor and landowner is obtained.

6. **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 Licensor 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 agreement and the I.D. cards. **Guests may NOT come on the ranch or use the permit cards unless the Licensee is present.** Allowing another to use your permit card will result in immediate forfeiture of your license.

7. **VEHICLE IDENTIFICATION TAGS:** The vehicle identification card allows Licensor and ranch employees to identify persons with authority to be on the ranch, the maximum number of persons in the party and the game they are allowed to hunt. 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.

8. **SIGNING IN and SIGNING OUT: ALL IN PARTY, WITHOUT EXCEPTION, MUST SIGN IN.** The sign-in procedure on the Santa Rosa Ranch is different from that on other ranches leased by Eben D. Warner III. Because rifle and pistol hunting is allowed on this ranch, EVERY HUNTER is required to sign in at the centrally located sign box on the west side of Hwy 18 just south of the microwave tower. Each licensee must include where the party plans to start hunting.

**A. SIGN IN BEFORE EACH HUNT.**

**B. Complete ALL of the information on the sign-in form.**

**C. Every person should sign his or her own name. (A release of liability is on the back of each sign-in sheet, and one signs the release when he signs in. If a person does not sign in, by going on the property he consents to the terms and conditions of the release, and acknowledges that he has no more rights than a common trespasser.**

9. **GUESTS:** Guests are not allowed UNLESS they are a Licensee authorized to have guests. The maximum number in the party will be indicated on the personal and vehicle I.D.s. **THE HOST LICENSEE AND ALL GUESTS MUST HUNT TOGETHER IN THE SAME PARTY USING ONLY ONE VEHICLE. (Leave other vehicles within one-half mile of the entrance.) 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.**

10. **RELEASE OF LIABILITY:** In consideration of the rights granted by this license, **UNDERSIGNED LICENSEE RELEASES LICENSOR, THE RANCHER, 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 statutory limitation of liability for recreational use of land as provided by Texas law.

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

**WARNER HUNTING LEASES  
HUNTING LEASE TERMS AND CONDITIONS**

11. **DAMAGE:** Any injury or damage to persons or property must be reported immediately to the Licensor. Report the escape of or injury to livestock and other dangerous conditions to Ranch employees or owner, and to the Licensor immediately. Each Licensee is responsible for damage caused by him, his family members and guests.

12. **RESPECT THE RIGHTS OF OTHER HUNTERS:** This lease is for the benefit of all 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.

**13. LITTER: TAKE EVERYTHING OUT WITH YOU THAT CAME IN WITH YOU!**

- A. Pick up empty hulls whenever possible, especially when hunting around tanks.
- B. DO NOT CLEAN GAME AROUND WATER. IF YOU DO CLEAN GAME ON THE LEASE, TAKE ALL PARTS OF THE GAME WITH YOU OFF OF THE RANCH PROPERTY.
- C. If there is a sign-in at the tank or water source where you shoot dove, you MUST sign in **before** you begin to hunt. Failure to do so may cost you the day's hunt, or your permit.
- D. Licensees are responsible for the litter of their family and guests. [VERY IMPORTANT]

14. **OFF-ROAD DRIVING:** Low-pressure-tired vehicles, e.g. Polaris Rangers, Mules and four-wheelers, are allowed off-road. PICKUPS, JEEPS AND OTHER HARD-TIRED VEHICLES ARE NOT ALLOWED OFF ESTABLISHED ROADS, TRAILS OR RIGHTS-OF-WAY. Regardless of the type vehicle, if the roads are so muddy that you leave damaging tracks, do not continue, but leave the ranch as soon as possible.

15. **OPENING AND CLOSING GATES:** LEAVE GATES AS YOU FOUND THEM. If open, leave open; if closed, close again securely, immediately after you go through. Put the gate back like it was **AT THE TIME YOU GO THROUGH IT, NO EXCEPTIONS, NO MATTER HOW LONG YOU PLAN TO STAY (MOST IMPORTANT)**. The cost in man-hours and dollars of separating cattle that have mixed because gates were left open is a serious threat to the renewal of all hunting leases.

16. **MISCELLANEOUS:** These are working ranches. Avoid ranching operations in progress.

- A. Avoid livestock while hunting.
- B. Be aware of the needs of livestock to reach water and make it possible for them to have access to water even if you must pass up some game.
- C. **DO NOT DISTURB WINDMILLS, PUMPS, WATER TROUGHS OR OTHER WATER SOURCES.**
- D. Only TRAINED HUNTING DOGS are allowed on the ranch. Control dogs around livestock.
- E. **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**.

17. **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, faxed, e-mailed or otherwise transmitted.

18. **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.

19. You agree not to lease said property, or any portion thereof, from the owner, directly or indirectly, for three years unless agreed to in writing by Lessor, damages for breach hereof being three times the gross rent of the last full year.

20. Eben D. Warner, III, reserves the right to cancel the lease at any time, with or without cause, by notifying the Lessee in writing and tendering a refund equal to the prorated portion of the remaining season(s) covered by the lease.

21. Commercial hunting, i.e. receiving payment to take other persons hunting on this lease, is prohibited without prior written permission, and, at Licensor's option, is an event of default.

22. **THIS LEASE IS NOT TRANSFERABLE.**

Licensee's Initials and Date \_\_\_\_\_ (I have reviewed all rules, #1 through #22 hereof.)