

MULE CREEK RANCH LIABILITY RELEASE, INDEMNITY AND ARBITRATION AGREEMENT

Sublessee, _____, has subleased approximately 9,010 acres of land in McMullen Co., Texas (hereinafter referred to as "Leased Premises") from John Hansel referred to as "Lessee" for hunting and fishing.

The term "Lessor" used in this Agreement covers and includes Lowe-Donnell Cattle Company, J. W. Donnell Estate, James L. Donnell, James L Donnell, Jr., James L Donnell, Jr., Trust, Donnell Lands, L.P., and their agents, employees, family members, personal representatives, heirs, assigns, and successors, and all other persons or entities who own any interest in the Leased Premises.

The term "Lessee" used in this Agreement covers John Hansel and his agents, employees, family members, personal representatives, heirs, assigns, and successors, and all other persons or entities holding any leasehold interest in the Leased Premises.

The term "Sublessee" used in this Agreement means Sublessee, Sublessee's spouse, and Sublessee's children.

Sublessee acknowledges that hunting and fishing activities on rural property such as the Leased Premises can result in injury or property damage to the person doing those activities. The many possibilities and sources of injury or damage are acknowledged by Sublessee, and he comes upon the Leased Premises with full knowledge of such hazards.

As a part of the consideration for being granted the hunting and fishing rights by the Lessee's Hunting Lease Agreement to which this document is attached, Sublessee hereby RELEASES Lessor and Lessee from all liability for personal injury (including wrongful death) or property damage suffered by Sublessee which is caused, in whole or in part, by any activity or condition on the Leased Premises, even if the injury or damage is caused, in whole or in part, by the negligence, gross negligence or intentional acts of Lessor and Lessee. Sublessee agrees that Lessor and Lessee will not be responsible for exercising reasonable care to avoid injuring Sublessee while he/she is on the Leased Premises. Sublessee understands that neither he/she, nor his/hers heirs, beneficiaries, or personal representatives will be able to sue Lessor or Lessee for any injury or property damage that Sublessee suffers while on the Leased Premises.

To the fullest extent permitted by applicable law, SubLessees agree to indemnify, protect, defend and hold harmless the Lessor and Lessee, Lessor's and/or Lessee's employees, agents and representatives, affiliated companies of Lessor and/or Lessee, and their respective officers, directors, shareholders, employees and agents (collectively the "indemnitees") from and against all liabilities, claims, damages, losses, liens, causes of action, suits, judgments, and expenses, including attorney fees, of any nature, kind or description (collective claims) of any person or entity, directly or indirectly arising out of, caused by, or resulting from, in whole or in part, the activities of Lessor, Lessee, Sub-Lessees, or Guests on or around the Leased Premises. It is the express intent of the parties to this contract that Sublessee shall indemnify, protect, defend and hold harmless Lessor and Lessee, Lessor's and/or Lessee's employees, agents and representatives, affiliated entities of Lessor and/or Lessee, and their respective officers, directors, shareholders, employees and agents (collectively the "indemnitees") from and against all liabilities, claims, damages, losses, liens, causes of action, lawsuits, judgments, and expenses, including attorney fees, of any nature, kind or description (collective claims) of any person or entity, directly or indirectly arising out of, caused by, or resulting from, in whole or in part, negligent, gross negligent acts or

intentional acts or omissions of Lessor, Lessee, Lessor's and/or Lessee's employees, agents and representatives, affiliated entities of Lessor or Lessee, and their respective officers, directors, shareholders, employees and agents. This indemnification shall not be limited to damages, compensation, or benefits payable under insurance policies, workers' compensation acts, disability benefit acts, or other employees' benefit acts.

Arbitration Agreement

Lessor, Lessee, and Sublessee agree that any and all disputes, claims (whether tort, contract, statutory or otherwise) and/or controversies which relate, in any manner, to this Hunting Lease Agreement or which arise from personal injury, death or property damage to any Lessee, Sublessee or Guest shall be submitted to final and binding arbitration under the Federal Arbitration Act, and shall be conducted pursuant to the Commercial Rules of the American Arbitration Association. Any controversy concerning whether an issue is arbitrable shall be determined by the arbitrator.

SUBLESSEE HAS READ THIS DOCUMENT AND UNDERSTANDS IT. HE IS SIGNING IT FREELY AND VOLUNTARILY.

DATED _____.

SUBLESSEE

SUBLESSEE'S SPOUSE

ADDRESS

TELEPHONE NUMBER

HUNTING LICENSE NUMBER

SUBLESSEE AGREES THAT THE TERMS OF THIS DOCUMENT (INCLUDING THE ARBITRATION AGREEMENT) APPLIES TO HIS/HER FOLLOWING CHILDREN:

Name of Child

Date of Birth

