



Release of Liability

(To be signed by Lessee)

Acknowledgment and Acceptance Of Dangers, Risks, and Hazards involved with the Fishing Lease Operated as the Northern Tier Lakes in Wise, Denton, and Cooke Counties in the State of Texas.

1. By signing this agreement, I hereby acknowledge that I have knowingly and willingly entered a Fishing Lease Agreement between _____, (angler, hereinafter the Lessee) and *Mike Hopkins* DBA Hopkins Outdoors. LLC, et al (hereinafter the Lessor).

2. I further acknowledge and understand that no warranty, either express or implied, is made by the Lessor as to the condition of the fishing lease (hereinafter the leased premise) located on/or near Denton Area Lakes or of any roads, buildings, gates or other improvements located thereon. This document serves to warn me that; dangerous conditions, risks, and hazards do exist. My presence and activities on the leased premises expose both me and my property and my guests to dangerous risks and hazards, including but not limited to: poisonous snakes, insects and spiders; erosion and general condition of the land, both on and off roadways, creating rough, hazardous and dangerous driving and walking conditions; animals, both wild and domestic, that may be diseased and/or potentially dangerous; deep water; persons with firearms, both on or off the leased premises; and the use of vehicles. I hereby state that I expressly assume all such dangers, risks, and hazards. I enter into this agreement on my own accord.

3. In consideration for the right to enter the leased premises, I hereby release and agree to protect, indemnify and hold harmless the Lessor and his respective heirs, agents, employees, and assigns from and against any and all claims, demands, causes of action and damages, including attorneys' fees, resulting from any accident, incident, or occurrence arising out of, incidental to or in any way resulting from the use of the leased premises all improvements thereon, whether or not caused by the Lessor's negligence. This release applies during the time that I am permitted on the leased premises. I hereby further covenant and agree that I my heirs, successors and assigns will not make any claim or institute any suit or action at law or in equity against the Lessor or his or her respective heirs, agents, representatives, employees, successors or assigns by reason of conditions of the leased premises or activities occurring thereon.

4. I hereby further understand and agree to abide by all the rules, provisions and terms of this Fishing Lease Agreement as set forth by the Lessor, if any, either in the body of the lease, cover letter or posted. There will be no hunting or swimming allowed on this property. Overnight camping is allowed in designated locations. Campfires are allowed only when Burn Bans are not in effect. It is the Lessee's responsibility to ensure all fires are completely and totally out before leaving the property. It is understood that the Lessee will be in breach of this agreement in the event that the Lessee or guests fails to follow those rules and terms as set forth. I further agree to abide by all state fishing laws as set forth by the Texas Parks and Wildlife Department. In addition to state fishing laws, Lessee agrees to abide by all local, state and federal laws while on the leased premises. As the Lessee, I understand that failing to do so may void this agreement, and the agreement may then be cancelled at the sole discretion of the Lessor. In that likely event, I further agree to forfeit any and all present and future claims to the leased premises in regards to the remaining term of the original agreement.

5. I hereby understand that if Hopkins Outdoors, LLC loses its' lease to the Northern Tier Lakes property or properties for any reason that a split prorated refund will be offered. The lease year is split into two parts. March, April, and May are one unit and represent 50% of the lease fee. The remaining months June thru February represent the other 50% of the lease fee. A loss of lease occurring in March, April, or May will result in a straight linear proration. A loss occurring in June or any of the remaining months will be linearly prorated after a 50% reduction is taken for the first period.

As used in this release, the terms I, my person, my guests, and myself include minors in my care while on the leased premises.

Date and signed this ____ day of _____ 2018. _____

Lessee's Signature

Name: _____

Address: _____

Primary Phone: _____