

**RELEASE OF LIABILITY AND ACKNOWLEDGEMENT AND
ACCEPTANCE OF DANGERS, RISKS, AND HAZARDS**

I hereby acknowledge that I am an invitee ("Invitee") of MarLuc, L.L.C. a Texas limited liability company, or any of its partners, subsidiary or affiliate companies, or any managers or members of such subsidiary or affiliate companies or any of the family members, agents, representatives, or employees of MarLuc, L.L.C. or any subsidiaries or affiliates (collectively, the "Owner"); and, as such, I have permission to enter the property at 4636 Halsell Ranch Road, Jacksboro, Texas 76458 in Jack County, Texas (the "Ranch").

I acknowledge and understand that no warranty, either expressed or implied, is made by the Owner as to the condition of the Ranch upon which I will have the right to enter or of any roads, buildings, gates, or other improvements located thereon. This document is sufficient warning that dangerous conditions, risks, and hazards do exist. My presence and activities on the Ranch expose both me and my property to dangerous conditions, risks and hazards, including but not limited to: poisonous snakes, insects, and spiders; blinds and tree stands (whether or not erected by Owner); erosion and general condition of the Ranch, both on and off roadways or paths, trails, 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 Ranch; and the use of vehicles on and off the Ranch. I hereby state that I expressly assume all such dangers, risks, and hazards.

Additionally, I (for myself and on behalf of my minor children, if applicable) release the Owner from all liability for damage, personal injury or death to my property or myself resulting from my activities on the Ranch, including but not limited to the following:

1. Carrying or operating a firearm or other weapon or being in the proximity of one;
2. Operating, repairing or riding a motorized vehicle (ATV, RTV, UTV, motorcycle, go cart or similar recreational vehicle, automobile, truck, tractor, implement, attachment or other motorized vehicle) or the malfunction thereof;
3. Falling, tripping, snakebites caused while sitting, walking, hiking, biking, jogging, running, hunting, climbing on rocks, hills, trees, poles, fences, steps, stairs, or walls or horseback riding;
4. Ingesting or contact with poisonous plants, animals or chemicals;
5. Being bitten or stung by dogs or other animals, birds, reptiles (rattlesnakes, water moccasins and copperheads are abundant), insects (scorpions and spiders are also plentiful);
6. Failure to use proper safety devices, or to follow proper guidelines or instructions, regardless of whether the person lacks knowledge of such devices, guidelines or instructions;
7. Drowning;
8. Operating any type of equipment (hand tools, power tools, or construction tools or equipment);
9. Sharp objects, including knives, machetes, hatchets, fencing;
10. Electrocution, falling debris, nuclear fallout, or explosion including radiation exposure suffered;
11. Injury or damage from fires (wild, structural, or recreational);
12. Consumption of alcohol or any other substance that could hamper clear judgment.

As stated above, this list is not intended to be exhaustive.

1. NO ONE UNDER 18 YEARS OF AGE MAY HAVE A FIREARM OR OTHER WEAPON WITHOUT BEING ACCOMPANIED BY AN ADULT AT ALL TIMES.
2. NO ALCOHOL CONSUMPTION BY ANYONE UNDER 21 YEARS OF AGE.
3. NO UNSUPERVISED CHILDREN UNDER 18 YEARS OF AGE.

IN CONSIDERATION FOR THE RIGHT TO ENTER THE RANCH, I HEREBY RELEASE AND AGREE TO PROTECT, INDEMNIFY, AND HOLD HARMLESS THE OWNER AND ITS AGENTS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES, HEIRS, SUCCESSORS 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 MY USE OF THE RANCH AND ALL IMPROVEMENTS THEREON, WHETHER OR NOT CAUSED BY THE OWNER'S NEGLIGENCE OR WILLFUL MISCONDUCT.

This release applies during any time that I am permitted on the Ranch or if I enter the Ranch without permission, and continues in effect unless I withdraw it in writing; in which event, the Owner may deny me entry to the Ranch and, if I enter without permission, hold me to the terms of the release.

I hereby further covenant and agree that I, my heirs, successors, assigns, and designees will not make any claim or institute any suit or action at law or in equity for any reason arising out of my presence on the Ranch against the Owner or its agents, employees, contractors, representatives, heirs, successors and assigns.

As used in this release, the terms I, me, and myself include minors in my care while on the Ranch.

The undersigned invitee acknowledges that he or she has read this Release, and has had ample opportunity to review this Release with an attorney, and is signing this Agreement voluntarily, without duress, and by signature hereby accepts and agrees, jointly and severally, to all of the provisions of this Release contained herein and agrees to responsibility under the terms and conditions contained herein for those named hereunder including minors.

INVITEE

Name (printed)

Address

City and Zip Code

Cell Phone

Name of child or other minor

Name of child or other minor

Name of child or other minor

Name of child or other minor

Signature of INVITEE/ Parent or Guardian

Date

Trip Advisor Standard Booking Agreement

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This Rental Agreement and Contract (the "Agreement") is a legally binding agreement made and entered into as of the Reservation Date written below by and between the undersigned person(s) or company (the "Guest") and the undersigned owner, manager or agent ("Rental Agent"), pursuant to which the Guest has agreed to rent the residence described below (the "Property"), for the duration of the Rental Term for the Total Rental Fee and other good and valuable consideration as described herein.

OCCUPANCY

Guest agrees that no more than [Max Guests] persons shall be permitted on the Property at any time during the Rental Term, all of whom shall comply with the conditions and restrictions imposed upon Guest under this Agreement.

CONDITION AND USE OF PROPERTY

The Property is provided in "as is" condition. Rental Agent shall use its best efforts to ensure the operation of all amenities in the Property, such as internet access, satellite or cable TV access or hot tubs, fireplaces as applicable. Rental Agent shall not be held responsible for such items failure to work, but will make every effort to correct any issues as reported as quickly as possible. Guest acknowledges that use of amenities such as hot tubs, pools, spas, fireplaces, decks, and the like may be potentially dangerous and involve potential risks if improperly used, particularly with regard to children and such use is at the Guest's own risk.

Guest shall use the Property for residential purposes only and in a careful manner to prevent any damage or loss to the Property and keep the Property in clean and sanitary condition at all times. Guest and any additional permitted guests shall refrain from loud noise and shall not disturb, annoy, endanger, or inconvenience neighbors, nor shall Guest use the Property for any immoral, offensive or unlawful purposes, nor violate any law, association rules or ordinance, nor commit waste or nuisance on or about the Property.

DEFAULT

If Guest should fail to comply with the conditions and obligations of this Agreement, Guest shall surrender the Property, remove all Guest's property and belongings and leave the Property in good order and free of damage. No refund of any portion of the Total Rental Fee shall be made and if any legal action is necessary, the prevailing party shall be entitled to reimbursement from the other party for all costs incurred.

ASSIGNMENT OR SUBLEASE

Guest shall not assign or sublease the Property or permit the use of any portion of the Property by other persons who are not family members or guests of the Guest and included within the number of and as permitted occupants under this Agreement.

RISK OF LOSS AND INDEMNIFICATION

Guest agrees that all personal property, furnishings, personal effects and other items brought into the Property by Guest or their permitted guests and visitors shall be at the sole risk of Guest with regard to any theft, damage, destruction or other loss and Rental Agent shall not be responsible or liable for any reason whatsoever.

Guest hereby covenants and agrees to indemnify and hold harmless Rental Agent and their agents, owners, successors, employees and contractors from and against any costs, damages, liabilities, claims, legal fees and other actions for any damages, costs, attorneys fees incurred by Guest, permitted guests, visitors or agents, representatives or successors of Guest due to any claims relating to destruction of property or injury to persons or loss of life sustained by Guest or family and visitors of Guest in or about the Property and Guest expressly agrees to save and hold Rental Agent harmless in all such cases.

RELEASE

Guest hereby waives and releases any claims against Rental Agent, the Property owner and their successors, assigns, employees or representatives, officially or otherwise, for any injuries or death that may be sustained by Guest on or near or adjacent to the Property, including any common facilities, activities or amenities. Guest agrees to use any such facilities or amenities entirely at the Guest's own initiative, risk and responsibility.

ENTRY AND INSPECTION

Rental Agent reserves the right to enter the Property at reasonable times and with reasonable advance notice for the purposes of inspecting the Property or showing the Property to prospective purchasers, renters or other authorized persons. If Rental Agent has a reasonable belief that there is imminent danger to any person or property, Rental Agent may enter the Property without advance notice.

UNAVAILABILITY OF PROPERTY

In the event the Property is not available for use during the Rental Term due to reasons, events or circumstances beyond the control of Rental Agent, Rental Agent will apply due diligence and good faith efforts to locate a replacement property that equals or exceeds the Property with respect to occupancy capacity, location and value that meets the reasonable satisfaction of the Guest. If such replacement property cannot be found and made available, Rental Agent shall immediately return all payments made by the Guest, whereupon this Agreement shall be terminated and Guest and Rental Agent shall have no further obligations or liabilities in any manner pertaining to this Agreement.

ADDITIONAL TERMS TO THE RENTAL AGREEMENT

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In addition to the standard terms included herein, Guest acknowledges and agrees that the following additional terms and conditions apply to the Guest's rental of the Property:

GENERAL PROVISIONS

This Agreement contains the entire agreement between the parties with regard to the rental of the Property, and any changes, amendments or modifications hereof shall be void unless the same are in writing and signed by both the Guest and the Rental Agent. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. The words "Rental Agent" and "Guest" shall include their respective heirs, successors, representatives. The waiver or failure to enforce any breach or provision of this Agreement shall not be considered a waiver of that or any other provision in any subsequent breach thereof. If any provision herein is held invalid, the remainder of the Agreement shall not be affected. Any notice required to be given under this Agreement shall be in writing and sent to the contact information included herein. This Agreement may be signed in one or more counterparts, each of which is an original, but taken together constitute one in the same instrument. Execution of a digital signature shall be deemed a valid signature.