

RELEASE AND INDEMNITY AGREEMENT

In consideration of and as a condition to the undersigned being permitted to enter, have access to, and participate in activities at properties located in Tarrant and Parker and Wise Counties, Texas owned/and or managed by: NTP 35 LP, Rockin W Cattle Co, LLC, Wilshire Consultants Inc., Sparto Wilshire Ranches LLC, Christopher Wilshire and any improvements, property or equipment thereon (collectively, the "Premises"), for any activity, including but not limited to hunting, fishing, shooting, horseback riding, all-terrain vehicle riding, boating, social and/or any other activity. **THE UNDERSIGNED DOES HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS: NTP 35 LP, Rockin W Cattle Co, LLC, Wilshire Consultants Inc., Sparto Wilshire Ranches LLC, Christopher Wilshire** each such party's respective shareholders, members, partners, managers, directors, officers, employees, affiliates, guest, licensees and representatives (all such parties, collectively, "Released parties"), from any and all claims, actions, causes of action, demands, assessments, losses, damages, liabilities, judgments, settlements, penalties, costs, and expenses of any nature whatsoever (including, without limitation, personal injuries, property damages, and attorneys' fees and expenses), whether actual or consequential (collectively, "Damages"), asserted against, resulting to, imposed upon, or incurred by me, directly or indirectly, caused by, related to, or arising from, my entry on, access to, or any activities at the Premises. In addition, I also agree to indemnify and hold harmless the Released Parties from any and all Damages caused by me while on the Premises, whether to the Premises, any Released Parties, or otherwise. **I AGREE THAT ALL OF THE ABOVE RELEASE AND INDEMNITY AGREEMENTS ARE EFFECTIVE REGARDLESS OF ANY NEGLIGENCE, GROSS NEGLIGENCE, MISCONDUCT OR FAULT OF ANY RELEASED PARTIES OR THE UNDERSIGNED.**

I agree that (a) no Released Parties represent or warrant, expressly or by implication, my safety while on the Premises or engaged in any activity at the Premises, and (b) **NO RELEASED PARTIES MAKE ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WITH RESPECT TO THE PREMISES, OR ANY PROPERTY, EQUIPMENT OR FACILITY THEREON (INCLUDING, WITHOUT LIMITATION, THAT THEY ARE SAFE, FREE FROM DEFECTS, OR FIT FOR ANY PARTICULAR PURPOSE), AND I ACCEPT SAME WITHOUT REPRESENTATION OR WARRANTY, AND "AS IS."** I understand and agree that access to, entry upon, and activities at the Premises may impose or create risks of harm to person and property, but nonetheless, I knowingly accept and assume such risks.

I agree that (a) this Release and Indemnity Agreement is governed by and shall be construed in accordance with the laws of the State of Texas, (b) any dispute (a "Dispute") arising out of or in any way related to this Release and Indemnity Agreement or my access to or activities at the Premise shall be brought in the state or federal courts located in Tarrant County, Texas (collectively, the "Courts"), and (c) I submit and consent to the exclusive jurisdiction of the Courts for any action or proceeding relating to this Agreement or any Dispute. If any provisions of this Agreement are determined to be invalid or unenforceable for any reason, in whole or in part, the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law. This Agreement is binding on me, my heirs, personal representatives, successors, assigns, and any other party who may have a claim for Damages by, through or under me. **I HAVE READ AND UNDERSTAND THIS RELEASE AND INDEMNITY AGREEMENT.**

Dates as of \_\_\_\_\_ Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**FOR PERSON UNDER 18:** The undersigned parent or guardian hereby executes this Agreement in the name and on behalf of the person under the age of 18 designated below (the "Minor"), as the parent or legal guardian of the Minor, for the purpose of binding the Minor to the terms and conditions of this Agreement.

Dates as of \_\_\_\_\_ Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_