

## Connolly Game Ranch (Ranch) Convst LLC

Hi Ranch Guests,

Please read the Connolly Game Ranch rules before your stay. Any violation of the ranch rules, Texas State laws, or Federal laws will result in forfeiture of hunting privileges and all fees paid. You will be asked to leave the ranch.

### **General Ranch House Rules**

- Hunters must use a caliber of .270 or greater on all trophy hunts.
- All hunters must prove rifle accuracy at range before every trophy hunt.
- A guide will accompany every hunter on every hunt.
- Each hunter should wear either an orange hat or vest during hunt.
- Arrival time is 1:00 p.m. on the initial day and departure time is at 12:00 p.m. on your last day unless other arrangements are made.
- Hunters and guests must sign our “Hold Harmless, Indemnity and Warning Against an Inherently Dangerous and Hazardous Activity” form upon arrival. Hunters are required to pay balance on hunting package fees upon departure. Kill Fees, if applicable, shall be paid upon harvesting of animals. We accept cash, check, PayPal or Venmo.
- A deposit of 20% of all hunts must be submitted prior to your hunt.
- No alcoholic beverages allowed in hunting areas.
- No smoking inside our facilities or hunting areas.
- Please keep our ranch beautiful. Place all trash in containers.
- No pets allowed.
- No hunting boots in the lodge.
- No brush clearing of any kind without consent from your guide.
- No artifacts or sheds shall be removed from the ranch.
- Hunters/guests should provide his or her own safety equipment (lanyards, harnesses, etc.)
- Hunters/guests assume all responsibility for their own safety including stand inspection and climbing in and out of hunting stands.
- Meat processing and taxidermy is at hunters’ expense. We are happy to suggest local vendors.
- Please leave the ranch clean and neat upon departure.
- If blood is drawn, this is considered a kill and full amount will be charged.
- Each group should provide 10-20% gratuity for their hunt as each hunt will be pre-scoped and hunters accompanied by a guide for the ultimate experience.

### **Connolly Game Ranch Hunting Rules**

*Note: Connolly Game Ranch, Connolly Ranch, Ranch, CGR, Convst LLC. will be regarded to as Connolly Game Ranch in the following documentation.*

1. At all times, remember to be a good sportsman and abide by the strictest safety rules. It is not the killing that we go for, but the enjoyment of the hunt. If in doubt of your target, do not shoot! Never carry a loaded gun in the ranch house, in a vehicle or on an ATV, and never shoot from a vehicle.
2. All hunters must abide by all Texas and Federal game laws, including wearing legally required hunter orange at all times. It is requested that hunters wear, at least, an orange cap during hunting season while on the ranch property. All hunters must have “sighted in” rifles before hunting (not just bore sighted). There will be no target shooting on the premises, except at the designated shooting range. Advise others at the ranch when target or clay shooting.
3. Hunter safety is our highest priority and hunter safety is entirely the responsibility of each person and guest. Always unload your gun before climbing onto or off of a stand. All stands are dangerous. Therefore, be sure that you have checked to see that your selected stand is in good condition and safe to climb. We do not guarantee your safety or the safety of the stand. Climb them at your own risk. Always use a double safety harness when using a climbing stand.

Never shoot in the direction of another stand. To reduce crippling loss, mark the spot where the deer was standing before you shoot. Mark the tree or rock it ran by when it left the area or food plot. Except when it is raining, wait (30) minutes before going to look. Find the blood trail and stay strictly with it until you find the deer. Do not meander around. No shooting past legal shooting hours or past 150 yards with rifles less than .243 caliber is allowed. Do not assume you missed even if the deer shows no sign of being hit. Always notify your guide if you take a shot. Be patient, take your time and find your deer. Be a real hunter and conservationist.

4. All hunters and guests agree to assume all risks associated with hunting, riding ATV's and all other activities while on the Connolly Game Ranch (Ranch) land, and further agree to indemnify and hold Convest LLC, Connolly Game Ranch, John Connolly, its owners, members, managers and agents free and harmless from any and all causes of action, damages, costs, and expenses, including attorney's fees, arising from or related to any accident or activity while on the land. Prior to recreation and/or hunting, all guests must sign a "Hold Harmless, Indemnity and Warning Against an Inherently Dangerous and Hazardous Activity" form.
5. Prior to each hunt, hunter must check in at the Ranch House and designate his stand with a tack on the camp base map. Stands will be selected on a first come, first serve basis. Deer hunting hours will be from daylight until the end of legal shooting hours. Hunter should avoid disturbing other hunters on stands during these hours. After a hunt has been completed be sure and log out and remove your tack from the camp base map.
6. All hunters should help prevent trespassing and poaching on Ranch land and agree not to trespass on any neighboring property.
7. Children 12 and under must be accompanied by and supervised by an adult at all times and may not hunt alone. Guests between the ages of 13 to 17 who have completed a DWF hunter safety program may hunt alone, but is not recommended. Guests will be solely responsible for the actions of anyone they bring to the Ranch.
8. All persons hunting alone must be duly licensed. No stalking or roaming the ranch unless accompanied by your hunting guide. Please remain in your blind.
9. When put on a stand, do not leave it until the end of the hunt. There will be no "driving deer" allowed.
10. No damage to oak trees or setting fires is allowed (except at designated areas at the Ranch House).
11. All MDL and applicable State and Federal hunting rules and regulations must be strictly followed. Accurate accounting of all deer harvesting is required. Any guest who intentionally violates a game law or these rules will be subject to dismissal. Deer must be tagged with a MDL permit. Each and every deer must be weighed and recorded in the log before it is removed from the Ranch. Complete deer data, names and license numbers shall be recorded by the hunter on the MDL form at the Ranch house. The deer data form must be filled in on the day of the kill and before leaving the property. We must have these records available for inspection and verification by enforcement agents at all times. All guests will be expected to provide full cooperation to agent of TDWF if checked while in the field. Possession tags are required if a deer or parts of a deer are left unattended in Ranch house or elsewhere. This applies also if parts of a deer are in transport or in storage other than at home. Photographs of buck harvests are required for club record and for submittal to the wildlife biologist.
12. Each guest is allowed to keep their kill. Each hunter is solely responsible for cleaning his or her deer, cleaning the skinning area, and hauling off remains to the designated dumpsite. Do not field dress a deer at the kill site if it may affect other hunters who may subsequently hunt from the same stand.
13. The harvesting of fawn or yearling deer approximately 6 months of age is not permitted since one-half of these are bucks that we want to grow to older age classes. A spike will count as an antlered buck. The taking of does early in gun season is encouraged. These rules are subject to change from year to year depending upon the deer population, sex ratios, lactation rates, deer health and habitat conditions. Any wounded deer that is in obvious distress should be harvested. Does accompanied by fawns should not be taken.
14. Except as hereinafter stated, due to the presence of lethal and sub-lethal levels of alfatoxin in corn, this grain may not be used as feed for deer or other wildlife, unless it has been properly tested. The toxin (poison) produced inside corn kernels by an aspergillus fungus is deadly to many forms of wildlife and can be passed on to humans in venison. Other grains such as soybeans or rice bran may be used. Typically, sacked corn that has been purchased at feed stores is acceptable, and some corn purchased in bulk at various grain elevators is at risk for alfatoxin.
15. The land that may be hunted under the above rules by official members and their guests are described as follows: Connolly Game Ranch boundaries depicted on official map posted in Ranch House.
16. Do not place shot gun shells or bullets in any fire.
17. It is required that guests carry a two way radio or cell phone while on the Ranch property.
18. Do not point the barrel of any gun at any person, even if you think the gun is unloaded.
19. Do not fire any gun at the ground or hard surface.
20. Once hunter is placed on a stand, hunter should not leave the stand until hunter has notified all other

hunters/guests that they are leaving the stand to either claim animal or return to lodge. Hunter should not switch stands or transition to a ground blind at any point after being placed on designated stand.

### **Items to Bring on Your Hunt**

- Valid Texas hunting license and stamps
- Cleaning/skinning knives
- Lanyard and other safety equipment
- Rain gear
- We have refrigerators, gas stove, microwave, coffee maker, pots and pans and cooking utensils. Depending on your meal packaging, you may need to bring food and drinks.
- Ice chest and/or packing supplies to transport your game
- Camp shoes (no boots in the lodge)

### **Other Helpful Information**

- A 400 yd shooting range is available for hunters' use.
- Bow targets are available for hunters' use.
- Corn will be provided by the ranch.
- Firewood is provided for your use in fireplaces.
- Local grocery stores and restaurants will be available prior to your arrival!

**Conolly Game Ranch / Ranch / Convest LLC.**

**Recreation / Hunting Use Guest License Granting Hold Harmless, Indemnity and Warning  
Against an Inherently Dangerous and Hazardous Activity**

Property. I request that the Ranch grant to me as a guest this right to use Property for hunting and other outdoor recreational purposes, pursuant to the Convest LLC / Connolly Game Ranch Rules.

Rules. I have been informed of the rules; I understand the serious nature of these rules and have my guests abide by these rules at all times while on the Property. I acknowledge and am fully aware that the Ranch has warned me against the inherently dangerous and hazardous nature of hunting and use of the Property and of the inherently dangerous structures on, or the condition of, the Property; as well as against latent or dormant dangers that may exist on the Property. I acknowledge that firearms, deer stands and ATV's are extremely dangerous to use and I assume all of the risks associated with their use.

I acknowledge that violation of rules or the violation of Texas hunting laws (particularly MDL Rules) by me will subject me and my guest(s) to immediate suspension of all privileges.

Indemnity. I agree to defend, indemnify, and hold harmless the Ranch and their owners, employees, officers, directors or agents (herein collectively) from any damage, injury, expense, costs, suit, claim, or liability of any kind ("loss") sustained by me or my guests or by any third person arising out of or in any way connected with me or my guests' use of the Property, regardless of the cause thereof, including any loss which is attributed to or caused by the condition of use of the Property, any activity or structure (particularly including deer stands) on the Property, or by any fault, negligence, or strict, absolute, or other liability of the Ranch, its owners, employees, officers, directors or agents incurred in connection with the investigation or defense of any claim, suit, or other adjudication, including reasonable attorney's fees, which the Ranch or its owners, employees, officers, directors or agents may become obligated to pay because of, or in enforcing this indemnity agreement.

I agree that the Ranch does not in any way extend any assurance that the Property is safe for any purposes, nor does it incur liability for any injury to persons or property incurred by me or my guests; I accept the Property in "As Is, Where Is" condition, even as to the purpose of this Use License; and I knowingly and willingly assume this risk for activities granted by this License.

Insurance. I acknowledge that the Ranch will not provide me liability insurance for my actions. I have been advised to obtain additional coverage through my own personal liability policy.

Binding Effect. Wherever possible, each provision of this Use License shall be interpreted in such manner as to be effective, valid and enforceable under applicable law, but if any provision of this Use License shall be prohibited by or invalid under such law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting the validity or enforceability of any other provisions of this Use License, and any and all other provisions of this Use License which otherwise are lawful and valid shall remain in full force and effect and binding upon the heirs and successors of the parties hereto.

## **MEDIA RELEASE FORM**

I, name as signed below, grant permission to Connolly Game Ranch, to use my image (photographs and/or video) for use on the including:

Including, but not limited to the following medias-

- Website
- Social Media
- Brochures
- Other Marketing Materials

I hereby waive any right to inspect or approve the finished photographs or electronic matter that may be used in conjunction with them now or in the future, whether that use is known to me or unknown, and I waive any right to royalties or other compensation arising from or related to the use of the image.

By signing the Hold Harmless form, you are confirming that you accept the below:

- I am 20 years of age or older and I am competent to contract in my own name. I have read this release before signing below, and I fully understand the contents, meaning and impact of this release. I understand that I am free to address any specific questions regarding this release by submitting those questions in writing prior to signing, and I agree that my failure to do so will be interpreted as a free and knowledgeable acceptance of the terms of this release.
- I am the parent or legal guardian of the below named child. I have read this release before signing below, and I fully understand the contents, meaning and impact of this release. I understand that I am free to address any specific questions regarding this release by submitting those questions in writing prior to signing, and I agree that my failure to do so will be interpreted as a free and knowledgeable acceptance of the terms of this release.

**WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT – EQUINE ACTIVITIES AT  
CONNOLLY GAME RANCH**

Please read the following and sign the inclusive signature bank at the end of the Hold Harmless Agreement if you agree to the following for: Horseback **riding and other related equine activities**.

1. In consideration for participating in equine activities and other valuable consideration, I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Connolly Game Ranch, Convest LLC., their employees, volunteers, other guests (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted or in transportation to and from said premises.
2. To the best of my knowledge, I can fully participate in this activity. I am fully aware of risks and hazards connected with the activity, including but not limited to the risks as noted herein, and I hereby elect to voluntarily participate in said activity, and to enter the above-named premises and engage in such activity knowing that the activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such an activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise.
3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES from any loss, liability, damage or costs, including court costs and attorney's fees, that may incur due to my participation in said activity, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise.
4. It is my express intent that this Release and Hold Harmless Agreement shall bind the members of my family and spouse (if any), if I am alive, and my heirs, assigns and personal representative, if I am not alive, shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Texas.
5. I UNDERSTAND THAT CONNOLLY GAME RANCH / CONVEST LLC. WILL NOT BE RESPONSIBLE FOR ANY MEDICAL COSTS ASSOCIATED WITH AN INJURY I MAY SUSTAIN.
6. I further agree to become familiar with the rules and regulations of Connolly Game Ranch / Convest LLC. concerning guest conduct and not to violate said rules or any directive or instruction made by the person or persons in charge of said activity and that I will further assume the complete risk of any activity done in violation of any rule or directive or instruction.
7. I also understand that I should and am urged by Connolly Game Ranch / Convest LLC. to obtain adequate health and accident insurance to cover any personal injury to myself which may be sustained during the activity or the transportation to and from said activity.
8. I ALSO UNDERSTAND THAT I AM RESPONSIBLE FOR ANY DAMAGE I CAUSE TO THE FACILITIES.

**POSSIBLE INJURIES WHICH MAY OCCUR**

There are risks involved when participating in the following equine program offered by Connolly Game Ranch / Convest LLC., including but not limited to outdoor horse riding and caretaking. Some of the possible injuries and bodily harm which can occur through participation in the programs are listed below. This list is provided to make the prospective participant aware of the possibilities of injuries which may be sustained. The individual is completely responsible for his/her own safety and health.

POSSIBLE INJURIES: strains, sprains, pulls, tears, cramps, infection, rashes, vomiting, bruises, contusions, wounds (abrasions, incisions, lacerations, punctures, avulsions), insect bites, dislocation, blisters, nosebleeds, broken bones, fractures, choking,

respiratory or heart failure, heat exhaustion, heat stroke, fainting, nerve damage, shock, paralysis, concussion, and in an extreme case-death.

**BODY AREAS WHICH MAY BE AFFECTED OR INVOLVED IN SPORTS INJURIES:** head, face, eye, ear, jaw, teeth, mouth, neck, nose, chest, abdominal, back, arms, elbow, hands, fingers, wrist, shoulders, genital organs, scalp, bones, leg, knee, hip, ankle, feet, toes, internal organs, nerves, muscles, ligaments, cartilage, joints, tendons, spinal cord, arteries and veins, brain.

I/my child have reviewed the above information and am aware of the risks in participating in sports programs and the possible injuries which may occur. I/my child freely and voluntarily agree to participate in any and/or all of the activities listed here which are offered at Connolly Game Ranch / Convest LLC.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

### **WARNING**

UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), A FARM ANIMAL PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN FARM ANIMAL ACTIVITIES RESULTING FROM THE INHERENT RISKS OF FARM ANIMAL ACTIVITIES. INSTITUTION SHALL NOT BE LIABLE TO OWNER, OR TO ANY AGENT, EMPLOYEE, SERVANT, OR INVITEE OF OWNER, AND OWNER SHALL INDEMNIFY, DEFEND AND HOLD INSTITUTION HARMLESS FROM AND AGAINST ANY AND ALL FINES, SUITS, CLAIMS, DEMANDS, LOSSES, LIABILITIES, ACTIONS, AND COSTS (INCLUDING ATTORNEY'S FEES) ARISING FROM: ANY INJURY TO PERSON OR DAMAGE TO PROPERTY CAUSED BY ANY ACT, OMISSION, OR NEGLECT OF OWNER, IT'S AGENTS, EMPLOYEES, SERVANTS OR INVITEES; OWNER'S USE OF FACILITY UNDER THIS AGREEMENT OR THE CONDUCT OF OWNER'S BUSINESS; ANY ACTIVITY, WORK, OR THING DONE, PERMITTED, OR SUFFERED BY OWNER UNDER THIS AGREEMENT; OR ANY BREACH OR DEFAULT IN THE PERFORMANCE OF ANY OBLIGATION ON UNIVERSITY'S PART TO BE PERFORMED UNDER THE TERMS OF THIS AGREEMENT.

**By signing your name below, you agree to uphold standards and rules listed in the Connolly Game Ranch / Convest LLC. Hold Harmless Agreement + Media Release Agreement + Waiver of Liability and Hold Harmless Agreement for Equine Activities at Connolly Game Ranch.**

**Printed Name**

**Signature**

**Date**

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