

Waiver and Release

Please must read and sign this agreement before commencing any shooting, fishing, hunting or lodging.

In consideration of PORT CITY FARMS, LLC, PORT CITY FARMS, LLC d/b/a HARLAN FARMS, BRYAN HARLAN, and LIZA HARLAN, (“Owner”) granting me permission to enter the Owner’s property located in Terrell, Texas, I hereby acknowledge, consent and agree to the following:

1. I knowingly, freely and voluntarily waive any and all duty to warn and/or duty of care owed or allegedly owed to me by the Owner, its affiliates, shareholders, representatives, directors and/or trustees (hereinafter “Owner”).
2. I knowingly, freely and voluntarily assume all risks of personal injury and property damage in connection with my presence and/or activities undertaken at the Owner’s property.
3. I waive, relinquish, and covenant not to sue and fully release and forever discharge, on my behalf and that of my heirs, next of kin, descendants and beneficiaries, the Owner, its affiliates, shareholders, directors, and/or trustees and their respective agents, servants, employees or representatives (collectively, “the Release Parties”) from any and all claims, causes of action, liabilities (at common law or otherwise), warranties, and guarantees which may arise in connection with my activities or presence on the Owner’s property even if these claims, causes of action, or liabilities are caused, in whole or in part, by the negligence of any Release Party.
4. I understand, acknowledge and accept that I am entering upon property that contains active farming operations, as well as hiking, discharging of firearms, fishing and hunting locations and opportunities. The terrain may be wild, rugged or under construction and not clearly marked as such.
5. I understand, accept and acknowledge that the Owner makes no representations as to the status and conditions of the roads, access trails or the property itself and that my use of said roads, trails and property for hunting, discharging firearms, hiking and/or camping on same is a potentially dangerous activity for which I absolve, indemnify and hold harmless the Owner for any personal or property damage that may befall me.
6. The Owner, shareholders, directors, and/or trustees of the Owner and/or their respective agents, servants, employees or representatives are NOT responsible for any injury that I may sustain while I am on the property of the Owner or for any damage caused to my personal property while on said grounds.
7. I agree to abide by all state game laws as set forth by this document or the Texas Parks and Wildlife Department, including, but not limited to number of animals taken (“bag limits”), species hunted, or gender of animal. I will further abide by any identification requirements for animals taken as set forth by the Texas Parks and Wildlife Department.
8. I will permit the Owners or any game warden to inspect my vehicles or camp on the leased premises for compliance with game laws.
9. I understand and accept that I am allowed to bring one (1) guest at a time on to the property to hike, discharge firearms, fish, sightsee and/or lodging, but the under no circumstances is said guest permitted to hunt or harvest animals, (avian, mammal or reptile) at any time.
10. Basic rules of firearm, fire and general safety shall always be followed by me and my guest. I take and assume the responsibility of insuring that my guest follows all basic rules of firearm, fire and general safety.
11. Neither I nor anyone in my party will discharge a firearm towards a house or camp, and, no one, including myself, will be permitted to hunt if that person has consumed any alcoholic beverages within 6 hours prior to hunting.
12. I understand, accept and acknowledge that any violation of any rule or requirement aforementioned can result in the immediate termination of my hunting and land use privileges on the Owner’s property. The final determination of whether a rule or requirement has been violated is within the sole and absolute discretion of the Owner.

Signature: _____

Printed Name: _____

Date: _____