

**BOIS D'ARC TRAILS LICENSE AGREEMENT,  
RELEASE OF LIABILITY AND INDEMNITY AGREEMENT**

This non-exclusive license agreement ("Agreement") is made and entered into between Bois d'Arc Venture I, LLC, referred to as Licensor, and the Licensee(s) identified on page 3 of this Agreement, referred to as Licensees. The Licensor is a limited liability company, organized and existing under the laws of the State of Texas.

This Agreement entitles Licensees to non-exclusive permission to enter the property consisting of approximately 68 acres located at 745 CR 2974, Windom, Texas 75492 (the "Premises") for recreational purposes only. This license to use the Premises for recreational purposes extends only to the Licensees specifically identified herein, and the Minor(s) identified below, if any, and is subject to the terms and conditions of this Agreement.

Licensees represent and warrant that they are over the age of eighteen (18) years and capable of reading, understanding and entering into this Agreement. Licensees are entering into this Agreement on behalf of themselves and any individuals under the age of eighteen (18) years (hereinafter "Minor(s)") for whom they are the parents or legal guardians, whether or not specifically identified in this Agreement.

Licensees understand that this Agreement shall be binding on them, their heirs, and the Minor(s). Licensees further understand and agree that Minor(s) shall not enter the Premises at any time, for any reason, without being accompanied by a Licensee.

**SCOPE OF LICENSE**

Subject to the terms of this Agreement, Licensees are entitled to enter the Premises for outdoor recreation, including camping, hiking, picnicking, fishing (catch and release only), and operating off-road vehicles (such as ATVs, dirt bikes, and go-carts). Licensees understand that the Premises are used for agricultural purposes and agree to do nothing to damage the land or crops (including grasses, hay, trees, flowers, etc.) or to damage or disturb any wildlife or their habitats. Use of the Premises is subject to compliance with the "Park Rules" (Appendix). Licensees agree and understand that the Park Rules are subject to change without advance notice. Licensees agree and understand that the permission to enter the Premises is expressly conditioned upon compliance with this Agreement and Park Rules, and failure to abide by this Agreement and Park Rules exceeds scope of the permission granted by this Agreement, and may result in permanent suspension or termination of this Agreement.

During the term of this Agreement, Licensees and Minor(s) are entitled to enter the Premises during daylight hours for an admission fee for each person entering the park, with a prior reservation and subject to availability, unless the Premises are closed for maintenance, repairs, special events, inclement weather, or any other reason. Licensees may operate off-road vehicles for an additional fee for each vehicle. Other amenities (except camping), such as picnicking, bicycling, remote control vehicles, and catch and release fishing, are available to Licensees at no additional charge. **Admission fees, camping fees and off-roading fees are subject to change without prior notice.**

Licensees are permitted to bring guests onto the Premises with the prior consent of Bois d'Arc Trails, LP, provided that guests over the age of 18 obtain a License prior to entering the Premises, and that guests under the age of 18 are accompanied by a Licensee and the parent of legal guardian signs a License Agreement and obtains a License from Licensor. Licensor reserves the right to deny permission to any guest to enter the park for any reason. Any person entering the park without complying with these requirements shall constitute a trespasser.

Licensor reserves the right to close all or portions of the Premises occasionally for any reason, including without limitation maintenance, repairs, inclement weather, and special events

**REPRESENTATIONS AND WARRANTIES**

Licensees represent and warrant that they have read and understand the Park Rules, and agree on behalf of themselves and the Minor(s), to abide by the Park Rules and to ensure that the Minor(s) also abide by the Park Rules. Licensees understand that the Park Rules are intended for their safety and the safety of the Minor(s) and

other Licensees. Licensees further understand and agree that Licensor retains the right to revoke this Agreement and deny Licensees permission to enter the Premises, and to revoke and deny such permission granted to the Minor(s), and to have Licensees and/or any of the Minor(s) removed from the Premises for any reason, including without limitation failure to follow the Park Rules.

Licensees understand and acknowledge that the activities taking place upon and around the Premises, including without limitation the operation of all terrain vehicles (ATVs), motorcycles, go-karts, bicycles, and other motorized and nonmotorized vehicles, are inherently dangerous and involve the risk of serious injury to persons and property. Licensees understand that there are numerous hazards located upon the premises, including without limitation, water, ditches, crevices, ravines, wildlife, trees, posts, fences, hills, tall grass, and obstacles (both natural and man-made). Licensees agree to inspect the Premises, on behalf of themselves and Minor(s), and not to engage in any activities exceeding their level of skill and experience, and to supervise the Minor(s) at all times and ensure that none of the Minor(s) engage in any activity exceeding their level of skill or experience.

**ENTIRE AGREEMENT: CHANGES ONLY IN WRITING**

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter of this Agreement. It contains all the covenants and agreements between the parties relating in any way to the use of the Premises and the relationship of the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not set forth in this Agreement, and that no agreement, statement, or promise not contained in this Agreement shall be valid or binding. With the exception of Park Rules, which can be amended by Licensor at any time without prior notice, this Agreement shall not be amended or changed except by a written instrument signed by Licensor.

<b><u>RELEASE AND WAIVER OF LIABILITY</u></b>	<b><u>Initials</u></b>
<p><b>LICENSEES, ON BEHALF OF THEMSELVES AND THE MINOR(S), HEREBY RELEASE, WAIVE, AQUIT, FOREVER DISCHARGE AND COVENANT NOT TO SUE BOIS D'ARC TRIALS, LP, BOIS D'ARC VENTURE I, LLC, THEIR AGENTS, EMPLOYEES, PRINCIPLES, OWNERS, SHAREHOLDERS, PARTNERS, MEMBERS, MANAGERS, INSURERS, AFFILIATES, PARENT COMPANIES, SUBSIDIARIES, PARK OPERATORS, AND THE OWNERS OF THE REAL PROPERTY CONSTITUTING THE PREMISES (HEREINAFTER "RELEASED PARTIES") FOR ANY CLAIMS, DEMANDS, CAUSES OF ACTION, SUITS, AND LIABILITY FOR ANY LOSS, DAMAGE, INJURY TO ANY PERSON OR PROPERTY, INCLUDING WITHOUT LIMITATION ANY INJURY RESULTING IN DEATH, ARISING OUT OF, IN CONSEQUENCE OF, OR RELATED IN ANY WAY, DIRECTLY OR INDIRECTLY, TO THE PRESENCE OF LICENSEES AND/OR MINOR(S), AND GUESTS OF LICENSEES AND/OR MINORS, UPON OR AROUND THE PREMISES, WHETHER CAUSED IN WHOLE OR IN PART BY THE ACTUAL OR ALLEGED NEGLIGENCE OR GROSS NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE.</b></p>	<p>_____</p> <p>_____</p>

<b><u>INDEMNIFICATION</u></b>	<b><u>Initials</u></b>
<p><b>LICENSEES AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ANY LOSS, DAMAGE, LIABILITY, AND EXPENSE THEY MAY INCUR THAT ARISES OUT OF OR RELATES IN ANY WAY, DIRECTLY OR INDIRECTLY, TO THE PRESENCE OF LICENSEES AND/OR MINOR(S), OR THE GUESTS OF LICENSEES' AND/OR</b></p>	<p>_____</p> <p>_____</p>



APPENDIX  
Bois d'Arc Trails Park Rules

1. License Agreement required to enter park.  
(Entry without license agreement constitutes trespassing)
2. No one permitted in park except during daylight hours (unless camping with prior approval).
3. Vehicles permitted only on tracks and trails.
4. All off-road riders must wear helmets - NO EXCEPTIONS.
5. All off-road riders must ride responsibly
  - a. Avoid excessive speed
  - b. Be alert for hazards
  - c. No reckless conduct or horseplay
  - d. Watch for other riders
  - e. Children must be supervised by an adult at all times
  - f. 5 MPH speed limit in parking areas
  - g. Absolutely no operation of motorized vehicles after consumption of alcoholic beverages, drugs or medication that has the potential to impair one's ability to safely operate a motorized vehicle.
  - h. No motorized vehicles in prohibited areas.
  - i. Riding off trails or tracks is strictly prohibited.
6. CHILDREN **ALWAYS** HAVE THE RIGHT OF WAY.
7. **NO GLASS containers.**
8. All Tracks & Trails are ONE WAY – Counterclockwise, or marked with survey tape on the right.
9. No firearms, weapons or fireworks without Bois d'Arc Trails' prior written approval.
10. No food or alcoholic beverages outside of specifically designated areas; alcoholic beverages may not be brought onto the premises except by authorized campers and may NOT be consumed during daylight hours while off-road vehicles are being operated.
11. No foul language, lewd crude or rude behavior, or public intoxication.
12. No littering, disposal of hazardous substances, or dumping.
13. Camp fires only in designated areas with prior approval of Bois d'Arc Trails

911 Address:

745 CR 2974  
Windom, Texas 75492