

ASSUMPTION OF RISK, RELEASE AND INDEMNIFICATION AGREEMENT

QUINTANILLA RANCHES, ROADS, AND RUNWAYS

The undersigned Guest has been permitted to enter and temporarily visit the Ranch Premises, as described below. Unless otherwise expressly provided herein, as used in this Agreement, the term "**QUINTANILLA RELEASED GROUP**" refers, collectively and individually to each and all of any entity or individual having a legal ownership, leasehold interest, or mineral or royalty interest in or to the Ranch Premises or the minerals underlying such premises, and Leo O. Quintanilla, Hector Quintanilla, Macy Quintanilla, Conner Quintanilla, Paige Quintanilla, LOQ Investment, LLC, Paloma West Cattle Surface, LLC, Paloma West Cattle Minerals, LLC, Paloma Cattle Co., Ltd., Quintanilla Management Company, Escondido Hunting, Inc., Leo Q. Partners, Ltd., McMullen Group, Inc., Modern Outfitters, LLC, CQ Modern Outfitters, LLC, and their respective currently or hereinafter existing affiliates, trusts, family partnerships, members, partners, assigns, successors in interest, owners, officers, directors, managers, employees, agents, invitees, guests, and family members. As used herein, the term "**Ranch Premises**" includes any real property and improvements thereon owned (directly or indirectly), leased or otherwise occupied by any of the parties comprising QUINTANILLA RELEASED GROUP, and specifically includes, but is not limited to, the properties and ranches (and any and all runways, airstrips, roads, pathways, driveways, etc., separately owned or located thereon) owned (directly or indirectly) by any member, manager, or family member(s) of the QUINTANILLA RELEASED GROUP, located in the counties and states set forth below under the common names hereinafter referenced:

McMullen County, Texas:

- 1) "The Homeplace Ranch" or "The PCQ Ranch"
- 2) "The Blackpens Ranch"

- 3) "The Troy Ballard Ranch"
- 4) "The SMR" or "San Miguel Ranch"
- 5) "The San Miguelito" or "Little San Miguel Ranch"
- 6) "The 400 (acre) Ranch"
- 7) "The 440 (acre) Ranch"
- 8) "Race Track"

Dimmit County, Texas:

- 9) "Carrizo Ranch," (1248 Acres, Tracts 1 & 2)

Raton and Union County, New Mexico

- 10) "New Mexico Ranch" or "Quintanilla Ranch"
- 11) "Raymond Morrow Ranch"
- 12) "Lingus Ranch"

and such other real properties, improvements, recreational areas, farming operations, hunting, airstrips, runways, off roading, usage of the roadways and/or pathways and driveways and/or ranch lands thereon or constituting the same or as may be acquired in the future.

QUINTANILLA RELEASED GROUP has given permission to Guest to enter the Ranch Premises, subject however to the prior execution by Guest of this Assumption of Risk, Release and Indemnification Agreement (the "**Release**") and in the event such Release is not executed prior to entry or use such entrance or usage shall be considered a trespass and Guest shall be considered a trespasser under the law:

THEREFORE, in order to secure the permission of QUINTANILLA RELEASED GROUP to enter or use the Ranch Premises and

any and all facilities located thereon, Guest agrees as follows:

1. This Release shall be applicable to all visits to and usage of the Ranch Premises by Guest and any of the Guests' minor children, if any, which shall be listed below.

2. Guest realizes that there are environmental, man-made, and potentially other, hazards on the Ranch Premises, including, but not limited to, uneven, rough terrain, weather hazards and conditions, unpredictable contact with wildlife, hot, cold and exposed climate, unpredictable weather, unpredictable conditions (rock falls, lightning, rain, slippery rocks, etc.), handling of, or general contact with, wild and domestic animals (both alive and dead), contact with plants, insects and other naturally occurring phenomenon and Guest assumes all risks in connection with such hazards. Guest also acknowledges that certain physical and recreational activities take place on Ranch Premises such as hunting, use of firearms and accompanying accessories, use of shooting ranges, use of ranch equipment, use of motorized vehicles including ATVs, UTVs or other off-road vehicles, activities involving swimming in any swimming pool, pond or lake, use of exercise and fitness equipment or just exercising on the Ranch Premises, use of deer blinds, use of cooking or grilling equipment (and eating food prepared on the same), use of animal cleaning and prepping tools and equipment (including but not limited to, pullies, wenches, skinning knives, hooks, saws, and other cutting utensils), exposure to animal blood, feces, carcasses, and other animal fluids, other activities involving lakes/streams, camping, usage of the airstrips, runways, roadways, driveways, and pathways in general and specifically for airplane usage and flights, and equine activities which are or may be dangerous and may be considered hazardous or ultra-hazardous activities or conditions which may affect the use and condition of the Ranch Premises and Guest assumes all risks in connection with such hazards. Guest further

agrees and understands that QUINTANILLA RELEASED GROUP assumes no liability for the safety of Guest, Guest's children, and/or for Guest's personal property and specifically acknowledges that Quintanilla Released Group is not responsible for and/or does not maintain or purport to maintain or inspect, repair, monitor, service, or otherwise certify, represent, or warranty, the condition of any the airstrips, runways and/or any accompanying or independent driveways, pathways, roads, or other such pathways on the Ranch Premises and by using the Ranch Premises the Guest assumes the obligation to inspect the condition of the airstrips, runways and/or any accompanying or independent driveways, pathways, roads, or other such pathways prior to any use and assumes any and all risk including, but not limited to, for injury or death associated with the Ranch Premises. Guest hereby releases, acquits, relinquishes and discharges QUINTANILLA RELEASED GROUP from any and all liabilities, damages, or injury to the person and/or personal property of Guest, or Guest's children, occurring on the Ranch Premises.

3. In furtherance of the foregoing, Guest agrees to indemnify, defend, and hold harmless the QUINTANILLA RELEASED GROUP from any and all actions or causes of action, claims, demands, liabilities, loss, damage, injury, cost or expense of whatever kind or nature, including costs of litigation, attorney's fees and reasonable expenses in connection therewith, for injury to Guest and Guest's children and/or for damage to or loss of personal property occurring on the Ranch Premises, whether or not such action, claim, demand, loss, injury or damage claim shall be valid or groundless. Guest expressly confirms that it is the intent of Guest that all indemnity obligations and liabilities assumed by Guest under the terms hereof shall be without monetary limit and to the fullest extent permitted by law.

4. In addition, in the event that Guest is accompanied by minor children under the age of 18 years, their names and ages are printed

below and Guest agrees to indemnify and hold harmless QUINTANILLA RELEASED GROUP from any and all actions or causes of action, claims, demands, liabilities, loss, damage, injury, cost or expense of whatever kind or nature, including costs of litigation, attorney's fees and reasonable expenses in connection therewith, for injury (or death) to said children and/or for damage to or loss of said children's property which may occur while they are present on the Ranch Premises, whether or not such action, claim, demand, loss, injury or damage claim shall be valid or groundless. Guest hereby represents and warrants that they have the legal authority and capacity to sign on behalf of the minor children listed below and that no additional legal authorizations are required. Guest further represents and warrants that if they do not have the legal authority and capacity to sign on behalf of the minor children listed below that Guest will notify the QUINTANILLA RELEASED GROUP prior to entry on the Ranch Premises via the Runways so that proper authorization may be obtained. Failure to do shall result in the Guest and minor children being deemed trespassers under the law and Guest expressly agrees to indemnify, defend, and hold harmless the QUINTANILLA RELEASED GROUP from any and all actions or causes of action, claims, demands, liabilities, loss, damage, injury, cost or expense of whatever kind or nature, including costs of litigation, attorney's fees and reasonable expenses in connection therewith, for injury to the minor child.

5. ACCORDINGLY, FOR MYSELF AND FOR THOSE WHO MAY CLAIM BY, THROUGH, OR UNDER ME, I HEREBY ASSUME FULL RESPONSIBILITY FOR ANY AND ALL RISKS AND FOR ALL CLAIMS, DEMANDS, ACTIONS, SUITS, CAUSES OF ACTION, LIABILITIES, LOSSES, DAMAGES, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES) FOR BODILY INJURY, DEATH, PROPERTY LOSS OR DAMAGE (COLLECTIVELY, "LOSSES") INCURRED BY

ME OR ARISING OUT OF OR IN CONNECTION WITH MY ENTRY, PRESENCE OR ACTIVITIES UPON THE RANCH PREMISES. I KNOWINGLY AND VOLUNTARILY EXPRESSLY RELEASE, WAIVE AND DISCHARGE AND AGREE TO PROTECT, INDEMNIFY, DEFEND AND HOLD HARMLESS THE QUINTANILLA RELEASED GROUP FROM ALL LOSSES, ARISING IN ANY MANNER, OUT OF OR IN CONNECTION WITH MY ENTRY, PRESENCE OR ACTIVITIES UPON THE RANCH PREMISES REGARDLESS OF ANY ACTUAL OR ALLEGED NEGLIGENCE (WHETHER SOLE, JOINT, CONCURRENT, COMPARATIVE, CONTRIBUTORY, ACTIVE, PASSIVE, GROSS OR OTHERWISE), WILLFUL MISCONDUCT, STRICT LIABILITY, OR OTHER FAULT OF ANY QUINTANILLA RELEASED GROUP AND SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT. THE RISKS ASSUMED INCLUDE ALL RISKS WHICH MAY NOT NOW BE FORESEEABLE OR WITHIN REASONABLE CONTEMPLATION BY ME OR ANY QUINTANILLA RELEASED GROUP. I, FOR MYSELF AND FOR THOSE WHO MAY CLAIM BY, THROUGH, OR UNDER ME, COVENANT AND AGREE NOT TO MAKE ANY CLAIM OR INSTITUTE ANY SUIT OR ACTION AT LAW OR IN EQUITY AGAINST QUINTANILLA RELEASED GROUP FOR ANY INDEMNIFIED LOSSES DESCRIBED ABOVE.

6. The term "injury" as used herein also covers death; and this Agreement is binding upon the estate of the Guest. In addition to other matters covered hereby, the indemnification provisions of this Agreement also cover all claims for wrongful death under Section 71.001 et seq. of the Texas Civil Practice and Remedies Code. This Release shall be construed fairly and reasonably and neither more strongly for nor against either party.

7. Guest also acknowledges the inherent risks involved in riding and working around horses, which risks include but are not limited to bodily injury, death, and property damage from riding, using, handling or being in close proximity to

horses. Guest further acknowledges that he or she has read the WARNING set forth below and that the exclusion of liability stated therein extends to any equine activities sponsored by QUINTANILLA RELEASED GROUP or occurring on Ranch Premises.

WARNING

UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.

8. Guest hereby agrees to use the property for activities only as permitted by QUINTANILLA RELEASED GROUP and Texas Law. In the event hunting is permitted on the Ranch Premises such activity (and activities incidental thereto) may require the use, participation, and assistance of specially trained animals (such as, but not limited to horses or dogs) to facilitate the hunt ("Hunting Support Animals"). Guest hereby acknowledges, accepts, and agrees to exercise all reasonable and practicable care in accordance with industry standards and as may be specifically requested or communicated to the Guest regarding the safety, health, and welfare of the Hunting Support Animals and assumes all risk regarding injury, maiming, death, or disability of the same whether arising by action or inaction, intentionally, or negligent. In the event Guest shoots, stabs, maims, harms, kills, disables, or otherwise injures the Hunting Support Animal(s), Guest shall be liable, to the extent such is not covered by any applicable insurance policy, for any and all veterinary, hospitalization, surgical, or other medical costs, expenses, and/or other damages, including, if necessary, but not limited to the fair market value cost of replacing, training, and/or rehabilitating the Hunting Support Animal. Any and all payments under this section shall be paid immediately when becoming due or upon demand.

9. In addition to the foregoing, the Ranch Premises are home to various wild, exotic, and/or domesticated animals and if at any time during a hunt or any activities incidental thereto Guest intentionally, unintentionally, or negligently shoots, maims, harms, kills, disables, or otherwise injures any animals on the Ranch Premises other than those expressly authorized in advance, the Guest shall be liable for any and all veterinary, medical, surgical costs, damages, and/or to the extent applicable the fair market value of replacing or rehabilitating the animal.

10. Guest hereby acknowledges, understands, and agrees that in addition to the liability assumed by entering onto the Ranch Premises, Guest is responsible for the payment of any and all damages (monetary or otherwise) caused by Guest (or Guest's minor child) use, misuse, actions or inactions that cause damage to any real property or goods located on the Ranch Premises including but not limited to utvs, atvs, buggies, trucks, golf carts, or any other motorized vehicles and shall remit payment for any such damage upon demand (whether the same is for repair, replacement, restoration or rehabilitation) promptly upon demand.

11. ANY INJURY/DAMAGE CLAIM, DISPUTE, CONTROVERSY, DEMAND OR OTHER CLAIM (HEREINAFTER COLLECTIVELY REFERRED TO AS "CLAIM" OR "CLAIMS") THAT ARISES OUT OF OR RELATES TO GUEST'S, OR GUEST'S MINOR CHILDREN, USE OF OR PRESENCE UPON THE RANCH PREMISES AND QUINTANILLA RELEASED GROUP'S PREMISES, OR WHICH RELATES TO THIS RELEASE, SHALL BE RESOLVED EXCLUSIVELY BY BINDING ARBITRATION PURSUANT TO THE FEDERAL ARBITRATION ACT. The arbitration shall be conducted in McMullen County, Texas. The arbitration shall be administered by Judicial Workplace Arbitration, Inc. (JWA) under its rules for the resolution of disputes. The costs and expenses of the arbitration, including the fees and expenses of the arbitrator, will be borne by the parties as the

arbitrator may determine in the award or a supplement thereto. The arbitrator may also apportion reasonable attorneys' fees, witness fees, and expenses between the parties as the arbitrator deems just and equitable. GUEST UNDERSTANDS AND AGREES THAT BY EXECUTING THIS RELEASE, AND PURSUANT TO THIS ARBITRATION CLAUSE, HE OR SHE IS GIVING UP AND WAIVING HIS OR HER CONSTITUTIONAL RIGHT TO HAVE ANY CLAIM DECIDED IN A COURT OF LAW BEFORE A JUDGE AND A JURY.

12. Should legal proceedings be required to enforce any part of this Release, QUINTANILLA RELEASED GROUP shall be entitled to receive from Guest its attorney's fees and costs as a part of any judgment. The parties agree that this Release is performable in McMullen County, Texas, and that any legal proceedings to enforce or construe this Release shall be situated in McMullen County, Texas and shall be governed by the laws of the State of Texas or New Mexico.

13. If any of the provisions of this Release are determined to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Release, but rather the entire Release shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the parties hereto shall be construed and enforced accordingly.

14. This Release sets forth the entire agreement and understandings concerning the subject matter hereof between the parties hereto, and supersedes all representations, proposed agreements and agreements, written or oral. Each of the parties hereto specifically acknowledges that no other party hereto nor any agent or attorney of any such party has made any promise, representation or warranty whatsoever, express or implied, not contained in this Agreement to induce it to execute this Agreement. Each of the parties hereto further acknowledges that it has not executed this Agreement in reliance on any promise, representation or warranty not contained in this document. No modifications, additions, deletions or amendments to this Agreement will be binding upon the parties hereto unless set forth in a writing and signed by each of the parties hereto or their authorized representative(s).

15. Parent/Guardian Permission, Assumption of Risk, Waiver & Release

I acknowledge that it is a privilege to be allowed to take Minors on to Ranch Premises and that I will keep close and constant supervision of

Minors in my care and protect them from and inform them of the risks described on the other side of this Agreement. By executing this document as indicated below, I hereby indicate, consent to, and agree, that any and all minor children that accompany me onto the Ranch Premises hereby: (a) have permission to participate in all activities permitted on the properties and ranches and/or owned by any member of the QUINTANILLA RELEASED GROUP; (b) have no physical or mental limitations which would prevent the minor child(ren) from safely participating in any activities, on the properties and ranches and/or owned by any member of the QUINTANILLA RELEASED GROUP; (c) expressly ASSUME ALL RISKS associated with the minor child(ren)'s participation in such activities, including those monetary obligations set forth in this Agreement; and (d) **FOR MYSELF AND FOR THOSE WHO MAY CLAIM BY, THROUGH, OR UNDER ME, I KNOWINGLY AND VOLUNTARILY EXPRESSLY RELEASE, WAIVE AND DISCHARGE AND AGREE TO PROTECT, INDEMNIFY, DEFEND AND HOLD HARMLESS THE KING RANCH PARTIES FROM ALL LOSSES (INCLUDING THE INJURY OR DEATH OF ANY MINORS IN MY CARE), ARISING IN ANY MANNER, OUT OF OR IN CONNECTION TO THE PRESENCE OR ACTIVITIES UPON KING RANCH LAND BY MINORS IN MY CARE REGARDLESS OF ANY ACTUAL OR ALLEGED NEGLIGENCE (WHETHER SOLE, JOINT, CONCURRENT, COMPARATIVE, CONTRIBUTORY, ACTIVE, PASSIVE, GROSS OR OTHERWISE), WILLFUL MISCONDUCT, STRICT LIABILITY, OR OTHER FAULT OF ANY KING RANCH PARTY AND SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

UNDERSTAND AND ACKNOWLEDGE THAT AN AGRITOURISM ENTITY IS NOT LIABLE FOR ANY INJURY TO OR DEATH OF AN AGRITOURISM PARTICIPANT RESULTING FROM AGRITOURISM ACTIVITIES. I UNDERSTAND THAT I HAVE ACCEPTED ALL RISK OF INJURY, DEATH, PROPERTY DAMAGE, AND OTHER LOSS THAT MAY RESULT FROM AGRITOURISM ACTIVITIES.

16. CHAPTER 75A. OF TEXAS CIVIL PRACTICES AND REMEDIES CODE LIMITED LIABILITY FOR AGRITOURISM ACTIVITIES AGREEMENT AND WARNING

PURSUANT TO TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 75A, I

I have read, understand and voluntarily execute this Agreement and intend that I and my heirs, legal representatives and assigns be bound hereby until this Agreement is revoked in writing by the Quintanilla Release Group. **I AGREE THAT PROVISIONS IN THIS AGREEMENT IN “BOLD” TYPE SATISFY THE REQUIREMENTS OF THE “EXPRESS NEGLIGENCE RULE” AND ANY OTHER REQUIREMENTS AT LAW OR EQUITY THAT PROVISIONS IN A CONTRACT BE CONSPICUOUSLY MARKED OR HIGHLIGHTED.**

Signature: _____

Name: _____

Date: _____