

G. Scott Smith
105 Bridle Wood Court
Aledo, Texas 76008
817-247-9665

August 23, 2010

Your Personal Invitation

It is once again time for our annual Dove Hunt. This is your personal invitation to attend the hunt scheduled for Friday, Saturday and Sunday, September 10, 11 and 12 at Collins creek Ranch in fort Griffin, Texas (near Albany Texas). THIS IS A NEW LOCATION!!!

The only thing you need to do is get to Fort Griffin. For all of you out-of-towners, we can arrange for transportation from DFW Airport to Fort Griffin. The only thing you need is your gun (if you don't have one, we can take care of that, too), clothing and a valid Texas hunting license. Everything else will be provided for you including food, shells (12 & 20 gauge), lodging and probably too many "refreshments". A map to the lodge at Fort Griffin is attached.

For out-of-Texas residents, you may call 1-800-895-4248 to obtain a Texas hunting license for out-of-state hunters. This number is available 24 hours a day and 7 days a week. When you obtain your license, be sure to complete the HIP (Harvest Information Program) questions. Otherwise, you may be ticketed. This applies to in state hunters as well.

Also attached is a Release of Liability and Acceptance of Dangers, Risks and Hazards form that must be completed and given to me upon your arrival. Thanks in advance for taking care of this item.

This is your personal invitation. Do not give your place to anyone else if you are unable to attend. We will have the entire lodge for our hunt, however, we are limited in the number of hunters we can accommodate. Your RSVP is on a first come, first served basis. If you plan to attend, please respond to this email or call me at **817-247-9665** at your earliest convenience.

I look forward to seeing you there.

Very truly yours,



G. Scott Smith

GSS: lw

Attachments: Daily Hunt Schedule
Release of Liability Form
Map to Coleman, Texas

Dove Hunt Schedule

Friday, September 10

11:00 – 12:00pm	Arrive for check-in at the Lodge
12:30pm	Lunch
1:30pm	Check-in at the Lodge for bunk assignments
2:30pm	Assemble back at the Lodge
3:00 – 3:30pm	Leave for fields to hunt
7:30pm	Hors d'oeuvres and cocktails
8:30 – 9:00pm	Dinner

Saturday, September 11

8:00am	Breakfast or morning hunt (6:30 AM)
9:00am	Sporting Clays
12:00noon	Awards and Lunch
3:00 - 3:30pm	Leave for the fields to hunt
7:30pm	Hors d'oeuvres and cocktails
8:30 - 9:00pm	Dinner

Sunday, September 12

8:00am	Breakfast before returning home at your leisure
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RELEASE OF LIABILITY
AND
ACCEPTANCE OF DANGERS, RISKS AND HAZARDS

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SHACKELFORD §

That I, the undersigned, for and in consideration for the right to enter and the right to hunt on the real property (the "Land") owned or leased by G. SCOTT SMITH an Individual, with principal offices in Aledo, Texas, and the owners and lessors of the Land, and their respective officers, directors, owners, shareholders, members, agents, employees, sub contractors, affiliates, lessees, and invitees, (hereinafter referred to as the "**Released Parties**"), and for other good and valuable consideration, including various amenities furnished and to be furnished by me, the receipt and sufficiency of which is hereby acknowledged and confessed, do hereby covenant and agree as follows:

- 1) I HEREBY UNCONDITIONALLY RELEASE, ACQUIT, AND DISCHARGE, THE RELEASED PARTIES, AND EACH OF THEM, FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION,, LOSS, DAMAGE AND INJURY,, RESULTING OR ARISING IN ANY WAY FROM THE USE OF THE LAND, INCLUDING, WITHOUT LIMITATION, INJURIES AND PROPERTY DAMAGE WHILE EN ROUTE TO OR FROM THE LAND, AND INJURIES AND PROPERTY DAMAGE SUSTAINED WHILE LODGED IN FACILITIES FURNISHED FOR MY USE AND THE USE OF OTHER GUESTS BY THE RELEASED PARTIES, OR WHILE ENGAGED IN ACTIVITIES ARRANGED FOR GUESTS BY THE RELEASED PARTIES , WHETHER OR NOT CAUSED BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF THE RELEASED PARTIES, **INCLUDING THE SOLE NEGLIGENCE OF THE RELEASED PARTIES, OR ANY OF THEM.**
- 2) IN ADDITION, AND FOR THE SAME CONSIDERATION, I HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS THE REASEASED PARTIES, AND EACH OF THEM, FROM ANY CLAIMS, DEMANDS AND CAUSES OF ACTION, FOR LOSS, DAMAGE OR INJURY, INCLUDING PROPERTY DAMAGE AND PERSONAL INJURIES, AND INCLUDING, ATTORNEYS FEES AND LITIGATION EXPENSES, ASSERTED OR CLAIMED BY ME OR BY ANY MEMBER OF MY HUNTING PARTY, GUESTS, INVITEES, OR ANY OTHER PERSON ENTERING THE PROPERTY OF THE **RELEASED PARTIES**, BY, THROUGH, OR UNDER ME OR BY MY AUTHORITY OR INVITATION, **EVEN IF SUCH PROPERTY DAMAGE OR PERSONAL INJURY RESULTS FROM THE RELEASED PARTIES,' OR ANY OF THEIR GUESTS OR INVITEES,' SOLE OR PARTIAL NEGLIGENCE OR GROSS NEGLIGENCE.**
- 3) I further agree to pay for all property damages and personal injury damages, caused by me, my employees, agents, invitees or guests, whether negligently, with or without fault, or otherwise, **AND TO INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES, FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION, LOSS, DAMAGE AND INJURY, MADE OR SUSTAINED BY ANY AND ALL PERSONS WHOMSOEVER, INCLUDING, WITHOUT LIMITATION, THE RELEASED PARTIES AND THEIR OTHER GUESTS AND INVITEES, AND INCLUDING ATTORNEYS FEES AND LITIGATION EXPENSES, ARISING OUT OF PROPERTY DAMAGE OR PERSONAL INJURY RESULTING FROM THE ACTS OR OMISSIONS OF MYSELF OR ANY GUEST, INVITEE, OR MEMBER OF MY HUNTING PARTY, OR MY AGENTS OR EMPLOYEES, WHETHER OR NOT SUCH ACTS OR OMISSIONS CONSTITUTE NEGLIGENCE OR ARE OTHERWISE ACTIONABLE.**
- 4) The consideration recited herein is contractual in nature, and not a mere recital.

5) I hereby further covenant and agree that I, will not make any claim or institute any suit or action at law or in equity against the Released Parties arising from or related in any way to hunting or engaging in any related activities with the Released Parties.

6) I understand the risks and dangers of hunting, the use of firearms, and of getting in and out of hunting stands, hunting blinds and motor vehicles, crossing fences, and hunting and shooting in close proximity to other hunters. I also understand that my presence and activities on the Land expose me and my personal property to dangerous conditions, risks, and hazards, including, but not limited to: venomous snakes, insects, and spiders; erosion and general condition of the land, both on and off the roadways, creating rough hazardous and dangerous driving and walking conditions: animals, both wild and domestic, that may be vicious, diseased or otherwise potentially dangerous: water: persons with firearms both on and off the Land, and the use of various types of vehicles, horses, and horse or vehicular drawn wagons. **I EXPRESSLY AND VOLUNTARILY ASSUME ALL SUCH DANGERS, RISKS, AND HAZARDS.**

7) I agree that the venue for all disputes, demands, claims or suits brought hereunder shall be in Coleman County, Texas. I understand that the Released Parties make no warranties or guarantees, either express or implied, as to the condition of the Land provided for hunting, or to my hunting success. I have carefully read this contract and understand all of its provisions.

Dated and signed this the _____ day of _____, 2010.

PRINTED NAME: _____

SIGNATURE: _____

ADDRESS: _____

PHONE NUMBER: _____

DRIVER'S LICENSE NO.: _____ STATE _____

TEXAS HUNTING LICENSE # _____