



## **Disclaimer and Release of Liability**

### **IMPORTANT NOTICE**

Noneyo, Inc., Bluff's Landing Marina and Lodge, and BL Real Estate Holding Company, LP. require that each customer who has booked a fishing trip through the Bluff's Landing Marina and Lodge sign the Disclaimer and Release of Liability below. Failure to comply may result in the cancellation of the client's trip and forfeiture of the deposit and/or all payments.

### **DISCLAIMER AND RELEASE OF LIABILITY**

Noneyo, Inc., Bluff's Landing Marina and Lodge, and BL Real Estate Holding Company, LP. act only as an agent and operator for fishing, lodging, camps, outfitters and guides in arranging to provide the services and accommodations included. Therefore, Noneyo, Inc., Bluff's Landing Marina and Lodge, and BL Real Estate Holding Company, LP. shall not be liable or responsible for any loss, expense, damage, accident, delay, inconvenience, injury or death which results directly or indirectly from any act or failure to act whether negligent or otherwise relating to the activities offered at and around Bluff's Landing Marina and Lodge. These activities include but may not be limited to boating, fishing, hunting, lodging, sailing, windsurfing and kite-surfing and the client agrees that Noneyo, Inc., Bluff's Landing Marina and Lodge and the BL Real Estate Holding Company, LP. make no guarantee as to the success, quality or quantity of fish that may result from such fishing, or the effect of poor weather conditions.

The client acknowledges that the trip that they are about to undertake, involves inherent dangers and may require extreme physical activity. The client shall be responsible for the cost of accommodations and associated transportation in route caused by bad weather, flight schedules, airline overbooking or cancellations and other events beyond the control of Noneyo, Inc., Bluff's Landing Marina and Lodge, and BL Real Estate Holding Company, LP. Noneyo, Inc., Bluff's Landing Marina and Lodge, and BL Real Estate Holding Company, LP. reserve the right to decline to accept or retain any person as a member of any trip or expedition and to cancel any trip prior to departure in which case a full refund will constitute full settlement to the client. All quoted prices, rates and fees are subject to change without notice and client agrees to be responsible for same. Baggage, personal items and equipment are the sole responsibility of their owners at all times.

Further, that for and in consideration of the undersigned client being permitted onto Bluff's Landing Marina and Lodge properties or onto landowner's ranch, for the purposes above stated or other activity thereon, the undersigned client agrees that he/she shall enter into the marina property, lodge or onto the ranch at his own risk and accepts both the marina property, the lodge and ranch in its present condition and landowners, their partners, officers, directors, trustees, agents, employees, heirs, executors, administrators, successors and assigns, (herein collectively "Releasees") shall not be liable to the undersigned client or to the agents, employees, servants, employees, guests, invitees or assigns of the undersigned client for damages or personal injuries which may arise out of the undersigned client venturing onto the marina property, the lodge or any of the other properties related to the

business of Noneyo, Inc., Bluff's Landing Marina and Lodge, and BL Real Estate Holding Company, LP., for the purposes above stated or other activity thereon, or in using or exercising any rights, privileges and benefits extended by Releasees to Noneyo, Inc., Bluff's Landing Marina and Lodge, and BL Real Estate Holding Company, LP. for the benefit of the undersigned client on or about the ranches (whether such damages or personal injuries are caused by natural or un-natural conditions existing on the ranch and whether such damages or personal injuries, including disease, are caused by man, beast, fowl, insects, reptiles and other animals, including but not limited to cattle, horses, sheep, goats, exotic animals, deer, feral hogs, javelina, dogs, cats, skunks, squirrels, fish, ticks, fleas, snakes or other animals or insects) and **the undersigned client represents that he/she has inspected the marina properties, boat slips, lodges and ranches and accepts entry thereon in its present condition and agrees to RELEASE, ACQUIT, HOLD HARMLESS and FOREVER DISCHARGE Releasees, their partners, officers, directors, trustees, agents, servants, employees, heirs, executors, administrators, successors and assigns and all persons, natural or corporate, in privity with them or any of them, from any and all claims or causes of action of any kind whatsoever, including claims and damages arising in whole or in part from the negligence of Releasees whether that negligence is the sole or contributory cause of the resultant injury, death or damage, at common law, statutory or otherwise, which the undersigned client has or might have, known or unknown, now existing or that might arise hereafter, directly or indirectly attributable to the use and occupancy of the Marina Properties, The Lodges or Ranch for the purposes above stated or other activities, and the undersigned client further agrees to INDEMNIFY and HOLD Releasees HARMLESS from and against any and all suits, actions, losses, damages, claims, or liability of any character, type, or description, including all expenses of litigations, court costs, and attorney's fees for injury or death to any person or injury to any property, received or sustained by any person or persons or property, arising out of or occasioned by, directly or indirectly, the undersigned client venturing upon the Ranches for the purposes above stated or other activity thereon, including claims and damages arising in whole or in part from the negligence of Releasees. It is the express intent of the parties to this agreement that the indemnity provided for herein is an indemnity extended by the undersigned client to indemnify and protect Releasees from the consequences of Releasees "own negligence" whether that negligence is the sole or contributory cause of the resultant injury, death, or damage.**

Noneyo, Inc., Bluff's Landing Marina and Lodge, and BL Real Estate Holding Company, LP. shall not be responsible for the return of any deposits and/or payments to the client due to the cancellation or change of schedule by the client or by the supplier for any reason. Parties agree and consent that all issues as to Venue and/or Jurisdiction to resolve any matters that may arise under the terms of this Agreement, shall be vested in the State of Texas, Travis County.

Clients listed below are responsible for any damages to the property of Noneyo, Inc., Bluff's Landing Marina and Lodge, and BL Real Estate Holding Company, LP. they cause or are deemed to have caused, and such damages will be charged to the credit card on record.

This Release and Indemnification Agreement and all contents herein, are expressly made binding upon and shall inure to the detriment of the heirs, legal representatives, administrators, executors, appointees, legatees, devisees, trustees, successors and assigns of the undersigned client hereto, and such client's children, wards or issue.

By signing and dating this form and making payments of deposits to Noneyo, Inc., Bluff's Landing Marina and Lodge, and BL Real Estate Holding Company, LP, the client agrees to be bound by all of the above stated terms and conditions.

