



877-839-2624
LoneStarLand.us
2244 CR 1264 Pittsburg, Tx 75686

RURAL PROPERTY ACCESS AGREEMENT

Assumption of Risk, Liability Release, Hold Harmless & Indemnification Agreement

PROPERTY INFORMATION County: Camp parcel #350 Texas
Property Address / Description: Abs A057 O Hendricks, 37.45 Acres, (+ 1.02 Ac In Cr.)
Listing Broker / Agent: Bruce W Carr
Property Owner / Seller: Robert G Custer
Date Signed: _____

This Agreement remains valid for ninety (90) days from the date executed unless sooner revoked by the Property Owner or Listing Broker.

NOTICE TO BUYERS, AGENTS & VISITORS

This Rural Property Access Agreement ("Agreement") is required prior to entering or viewing rural, farm, ranch, timber, recreational, hunting, commercial acreage, or vacant land listed by Lone Star Land Brokers, BWCarr Realty, or their affiliated brokers and agents.

Every adult entering the Property must execute this Agreement before having authorized entrance to the Property.

Each adult Visitor must sign, document then must be emailed and confirmed 'received' by the broker, prior to authorization to enter the Property. Entry without confirmation shall be considered trespass, and illegal presence on 'the property'

RELEASED PARTIES: The term Released Parties includes:

All affiliated brokers, sales agents, assistants, employees, independent contractors, representatives, and showing agents acting on behalf of Lone Star Land Brokers or BWCarr Realty

- Lone Star Land Brokers
- BWCarr Realty
- Bruce W. Carr
- Property Owner(s) Any lawful representative acting on behalf of the Property Owner or Seller
- Seller(s) Trustees Executors
- Estate Representatives Property Managers

This Agreement applies to every person entering the Property, including but not limited to:

- Prospective Buyers
- Buyer Brokers
- Buyer Agents
- Surveyors
- Consultants
- Contractors
- Inspectors
- Guest of Buyer
- Minors accompanying any of these

PERMISSION TO ENTER

The Property Owner, together with the Released Parties, grants the undersigned Visitor permission to enter the Property solely for the purpose of evaluating the Property in connection with a potential real estate transaction.

This Permission:

Is limited in scope.

Is personal to the specific Visitors listed.

Is revocable at any time, with or without cause.

Does not create a lease, license, easement, or continuing right of entry.

Does not authorize recreational use of the Property.

Expires automatically ninety (90) days after execution unless revoked sooner

RURAL PROPERTY HAZARDS

Visitor understands that rural property is inherently different from improved residential property and may contain natural, agricultural, industrial, environmental, and man-made hazards that may be visible, concealed, known, or unknown.

Visitor acknowledges that personal injury, illness, death, property damage, or vehicle damage may occur despite reasonable care being exercised by the Property Owner or Released Parties.

Visitor voluntarily assumes these risks.

DUE DILIGENCE IS THE RESPONSIBILITY OF THE BUYER / VISITOR

Visitor acknowledges that any maps, aerial photographs, drone imagery, GPS coordinates, Land id property maps, Google Maps, online mapping services, brochures, advertising materials, MLS information, photographs, videos, sketches, or verbal statements are provided solely as informational aids.

Visitor understands that such information is believed correct, but not guaranteed to be accurate and shall not be relied upon as a legal survey, engineering report, environmental assessment, appraisal, or representation of existing conditions.

Visitor accepts sole responsibility for independently verifying any information deemed material.

REVOCATION OF PERMISSION

Permission to enter the Property may be revoked at any time by the Property Owner or Listing Broker, with or without cause.

Upon receiving notice that permission has been revoked, Visitor agrees to immediately cease all activities and promptly leave the Property by the safest reasonable route

TEXAS LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

Venue for any dispute arising under this Agreement shall lie in the county of the Brokerage or in which the Property is located, unless otherwise required by applicable law

ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Visitor and the Released Parties concerning access to the Property and supersedes all prior oral or written understandings relating to such access.

No modification of this Agreement shall be effective unless made in writing and signed by the Released Parties

ACKNOWLEDGMENT

By signing this Agreement, Visitor acknowledges and affirms that:

Visitor has carefully read this Agreement in its entirety.

Visitor understands the nature of rural property and the risks associated with entering the Property.

Visitor understands that this Agreement affects important legal rights.

Visitor has had sufficient opportunity to ask questions before signing.

Visitor voluntarily agrees to all terms contained herein.

Visitor is signing this Agreement freely and without coercion.

Visitor understands that permission to enter the Property is conditioned upon execution of this Agreement

VISITOR CERTIFICATION

Each undersigned Visitor certifies and acknowledges that:

I have carefully read this entire Rural Property Access Agreement.

I understand the risks associated with entering rural property.

I understand that rural property contains hazards that may not be visible, marked, or readily identifiable.

I understand that I am entering private property solely for the purpose of evaluating the Property in connection with a potential real estate transaction.

I understand that permission to enter may be revoked at any time.

I agree to comply with all Conditions of Entry and Visitor Responsibilities contained in this Agreement.

I voluntarily assume all risks associated with entering the Property.

I agree to release, defend, indemnify, and hold harmless the Released Parties as provided in this Agreement.

I certify that I am at least eighteen (18) years of age and legally competent to execute this Agreement.

I understand that this Agreement remains effective for ninety (90) days from the date signed unless sooner revoked

HOLD HARMLESS & INDEMNIFICATION

Visitor agrees to defend, indemnify, and hold harmless the Released Parties from and against any and all claims, liabilities, losses, damages, judgments, settlements, costs, expenses, or attorney's fees arising directly or indirectly from:

Visitor's entry upon the Property.

Visitor's actions or omissions.

Injury to Visitor.

Injury to any person accompanying Visitor.

Damage caused by Visitor to the Property.

Damage caused by Visitor to neighboring property.

Damage caused by Visitor to livestock, wildlife, improvements, equipment, crops, timber, utilities, roads, gates, fences, or other property.

Any claim arising from Visitor's possession or use of a firearm or other defensive arm.

Any claim arising from Visitor's operation of automobiles, trucks, ATVs, UTVs, motorcycles, trailers, or other vehicles.

ASSUMPTION OF RISK

Visitor acknowledges that entry upon rural property involves inherent risks that cannot be eliminated regardless of the degree of care exercised by the Property Owner or the Released Parties.

Visitor understands that these risks may include, but are not limited to, personal injury, illness, allergic reactions, vehicle damage, property damage, disability, permanent injury, death, financial loss, or other damages resulting from natural conditions, man-made conditions, wildlife, domestic animals, livestock, vegetation, weather, terrain, water, structures, equipment, or other known or unknown hazards.

Visitor knowingly and voluntarily assumes all risks associated with entering the Property, whether such risks are open and obvious or hidden and concealed, and whether known or unknown at the time of entry

Visitor understands that pests, pollens, contaminants, allergens or other airborne and particle materials may incidentally be transported from this property to your clothing, vehicle, home or other location. Property Owner, Seller, Broker are not responsible for such conditions or any potential results- real or imaginary.

RELEASE OF LIABILITY

To the fullest extent permitted by the laws of the State of Texas, Visitor hereby releases, waives, acquits, and forever discharges the Released Parties from any and all claims, demands, causes of action, liabilities, losses, damages, costs, expenses, attorney's fees, judgments, or obligations arising out of or relating to Visitor's entry upon or presence on the Property, except where prohibited by applicable law.

Visitor understands that this Release applies to claims for personal injury, illness, death, vehicle damage, property damage, loss of use, economic loss, and other damages arising from conditions existing upon the Property

CONDITIONS OF ENTRY & VISITOR RESPONSIBILITIES

Entry upon the Property is conditioned upon Visitor's agreement to comply with all of the following requirements. These conditions are intended to promote the safety of Visitors, protect the Property, and preserve the rights of the Property Owner and the Released Parties.

Failure to comply with these conditions may result in immediate termination of permission to enter the Property.

PERSONAL CONDUCT

Visitors agree to:

Enter the Property only during daylight hours, from sunrise until sunset, unless specifically authorized in advance by the Property Owner or Listing Broker.

Dress appropriately for rural property conditions, including suitable footwear and clothing.

Maintain awareness of surroundings and path of travel at all times.

Exercise reasonable care for their own safety and the safety of others.

Immediately report any injury, hazardous condition, damaged fence, open gate, escaped livestock, fire, or property damage to the Listing Broker.

Not enter or remain upon the Property while impaired by alcohol, illegal drugs, marijuana (where impairment exists), or any prescription or non-prescription medication that impairs judgment, coordination, balance, or the safe operation of a vehicle.

Follow all instructions given by the Property Owner, Listing Broker, or their authorized representative.

Leave the Property immediately if requested by the Property Owner or Listing Broker.

PROPERTY BOUNDARIES & TRESPASS

Visitor acknowledges that property boundaries may not be fenced, marked, surveyed, or readily visible.

Visitor agrees:

To remain on the Property being shown.

To avoid entering adjoining properties.

Not to cross fences, gates, or other apparent boundary markers without authorization.

Not to enter neighboring homesites, barns, camps, roads, driveways, fields, or improvements.

To use reasonable care to determine their location at all times.

To understand that Land id, Google Maps, GPS devices, aerial photography, and other mapping applications are approximate reference tools only and are not legal surveys or boundary determinations.

To assume all responsibility for trespassing upon adjoining property

NO DUTY TO INSPECT OR WARN

Visitor understands that the Released Parties have not inspected the Property for every potential hazard and make no representation that all dangerous conditions have been identified.

Visitor acknowledges that rural property conditions constantly change due to weather, erosion, flooding, agricultural operations, wildlife activity, logging operations, construction, livestock, and natural events.

Visitor understands that additional hazards may exist that are not readily visible and accepts responsibility for exercising reasonable caution while on the Property.

PROPERTY CONDITION

Visitor accepts the Property in its present "AS IS, WHERE IS, WITH ALL FAULTS" condition.

Neither the Property Owner nor the Released Parties make any representation or warranty regarding condition for showings. This is NOT in regards to a potential negotiated purchase contract condition, but as to previewing only.

Property Owner, Seller, Broker make no guarantee regarding any of the following during your visit:

- Safety.
- Suitability.
- Accessibility.
- Condition of roads or trails.
- Vehicle accessibility.
- Structural integrity.
- Water depth or quality

- Timber conditions.
- Wildlife activity.
- Boundary accuracy.
- Location of utilities.
- Location of easements.
- Survey accuracy.
- Environmental conditions

GATES & LIVESTOCK

Visitors agree to:

Leave every gate exactly as found as close as reasonably possible.

Secure any gate opened immediately after passing through.

Never intentionally permit livestock to escape.

Not feed livestock.

Not approach livestock unnecessarily.

Not chase, harass, or provoke livestock.

Not interfere with ranching, farming, timber, wildlife management, or agricultural operations or equipment



STRUCTURES & EQUIPMENT

When not reasonably expected to be entered for real estate property evaluation or specifically authorized in advance by the Property Owner or Listing Broker, other than residence, cabin, barn facilities; Visitors shall not:

- Enter storage buildings.
- Enter abandoned or unstable structures.
- Climb tree stands or towers
- Use playground/recreational equipment
- Climb on/in or attempt to Operate machinery.

- Attempt to Operate farm or logging equipment.
- Operate wells, pumps or utilities.
- Handle gates other than those necessary for access.
- Disturb cameras, traps, snares, or wildlife management equipment.

WILDLIFE MANAGEMENT & HUNTING EQUIPMENT

Visitor understands that the Property may be actively managed for wildlife, hunting, livestock, timber, recreation, or agriculture.

Visitors agree:

- Not to disturb wildlife.
- Not to intentionally approach wildlife.
- Not to pursue wildlife.
- Not to feed wildlife.
- Not to remove wildlife.
- Not to disturb hunting blinds.

- Not to disturb feeders.
- Not to disturb game cameras.
- Not to disturb mineral stations.
- Not to disturb traps or snares.
- Not to interfere with wildlife management activities.



VEHICLES, ATVs & UTVs

Visitors may operate automobiles, trucks, SUVs, ATVs, UTVs, or similar vehicles solely for the purpose of inspecting and evaluating the Property unless otherwise directed by the Property Owner or Listing Broker.

Visitors shall not:

- Race.
- Spin tires intentionally.
- Perform stunts.
- Operate recklessly.
- Drive at excessive speed.

- Operate vehicles for recreation or entertainment.
- Engage in mudding or similar activities.
- Operate vehicles in a manner that unnecessarily damages the Property
- Chase livestock or wild animals with vehicles



Visitor assumes all responsibility for vehicles they bring including:

- Vehicle damage.
- Mechanical failure.
- Tire damage.
- Broken glass.
- Scratches.
- Flood damage.
- Rollovers.
- Becoming stuck

- Towing.
- Recovery.
- Winching.
- Extraction.
- Storage.
- Repair expenses.
- Loss of use.
- Environmental cleanup costs.

Released Parties have no obligation to tow, recover, repair, replace, or otherwise assist any vehicle.

Visitor further agrees to reimburse the Property Owner for any damage caused to roads, fences, gates, culverts, bridges, timber, crops, livestock facilities, improvements, utilities, or other property.

PLANTS & NATURAL MATERIALS - FORAGING

Without explicit prior consent, Visitors shall not: collect, harvest, or consume

- Plants, Weeds, Forbs
- Mushrooms
- Berries
- Firewood
- Stones, Fossils
- Artifacts
- Antlers



- Consuming berries, nuts, fruits, roots, mushrooms, grass, or other naturally occurring vegetation found on the Property is prohibited without proper identification, and may not be free from pesticide or herbicide.
- Any such activity undertaken would be solely at the Visitor's own risk.

FIREARMS & DEFENSIVE WEAPONS

We appreciate the 2A & Shall Not Be Infringed- and since this is private property, you should be aware of the following. Nothing in this Agreement is intended to prohibit the lawful possession of arms. I hope at least one responsible person in your party is locked and loaded at all times.

Visitors choosing to carry a firearm or other lawful weapon do so voluntarily and assume sole responsibility for its possession, transportation, storage, handling, security, and lawful use.

Nothing in this Agreement authorizes hunting, recreational shooting, target practice, sighting-in firearms, or the discharge of any weapon on this property except as otherwise permitted by law

PHOTOGRAPHY, VIDEO & DRONES

Photography, videography, are welcomed and encouraged to all potential buyers and their real estate representatives, inspectors, surveyors, appraisers. However, unless specifically part of an appraisal, survey, or inspection, aerial photography, mapping, surveying, or drone operations require prior authorization from the Property Owner or Listing Broker.

SMOKING & FIRE

Smoking, vaping, cigars, cigarettes, pipes, marijuana, e-cigarettes, fireworks, campfires, open flames, welding, burning of any material, or ignition of combustible substances are strictly prohibited anywhere on the Property at all times.

Visitor accepts full responsibility for any damages arising from violation of this provision



Initials of all visitors over 18 yoa _____

TERRAIN & ENVIRONMENT

The Property may contain, without limitation:

- Uneven terrain
- Steep slopes
- Loose gravel
- Rocks and boulders
- Tree roots
- Stumps
- Tall grass
- Thick brush
- Dense timber
- Briars and thorny vegetation

- Mud
- Wet ground
- Sand
- Soft soil
- Ditches
- Washouts
- Gullies
- Ravines
- Erosion
- Fallen trees

- Low-hanging limbs
- Falling limbs
- Limited visibility
- Extreme temperatures
- High winds
- Lightning
- Sudden weather changes
- Limited cellular service
- Delayed emergency response



WATER & HIDDEN HAZARDS

The Property may contain:



- Lakes
- Ponds
- Creeks
- Rivers
- Drainage ditches
- Wetlands
- Marshes
- Flooded crossings

- Deep water
- Steep banks
- Slippery surfaces
- Concealed holes
- Concealed pits
- Animal burrows
- Washouts

- Abandoned wells
- Old cisterns
- Septic systems
- Sink areas
- Underground utilities
- Flood debris
- Hidden obstacles

STRUCTURES & IMPROVEMENTS

Dilapidated, unstable, abandoned, or partially collapsed structures

- Tree stands
- Towers
- Pipelines
- Oil or gas facilities
- Utility easements
- Logging roads
- Heavy equipment
- Farm equipment
- Logging equipment

- Barns
- Shops
- Storage buildings
- Cabins
- Livestock pens
- Corrals
- Working pens
- Chutes
- Fences

- Barbed wire
- Electric fencing
- Gates
- Cattle guards
- Feed bunks
- Feeders
- Mineral stations
- Water troughs
- Hunting blinds



ANIMALS / INSECTS

Domestic and Wild animals may be present, including but not limited to feral, domestic, allergenic, toxic, venomous, poisonous critters such as

- Dogs, domestic /feral
- Cats domestic /feral
- Bovine, Equine
- Goats, Sheep
- Cougar, Bobcats
- Deer, Fox
- Feral Hog, Coyotes
- Venomous snakes
- Non-venomous snakes
- Fire ants, Mosquito
- Flying pollinators and wasps
- Arachnid, Mites
- Reptile, Amphibian
- Other wildlife



PLANTS & VEGETATION

The Property may contain poisonous, toxic, thorny, allergenic, irritating, invasive, or otherwise hazardous vegetation capable of causing skin irritation, puncture wounds, allergic reactions, respiratory distress, or other injury, including:

- Poison ivy
- Poison oak
- Poison sumac
- Briars
- Thistles
- Nettles, Ragweed
- Thorny vines, shrubs
- Cactus
- Locust
- Mesquite
- Prickly Ash
- Other vegetation

These Lists are illustrative only and not intended to identify every hazard that may exist on the Property. Visitor acknowledges that additional known or unknown hazards may exist.

Print additional pages if necessary

ADULT VISITOR

Printed Name: _____

Signature: _____

Date: _____

ADULT VISITOR

Printed Name: _____

Signature: _____

Date: _____

ADULT VISITOR

Printed Name: _____

Signature: _____

Date: _____

EMERGENCY CONTACT INFORMATION (Optional)

Emergency Contact: _____

Relationship: _____

Telephone: _____

ADULT VISITOR

Printed Name: _____

Signature: _____

Date: _____

ADULT VISITOR

Printed Name: _____

Signature: _____

Date: _____

ADULT VISITOR

Printed Name: _____

Signature: _____

Date: _____

IMPORTANT NOTICE

The Property Owner and Released Parties reserve the right to refuse entry to, remove, or revoke permission for any person at any time, with or without cause, whose conduct is deemed unsafe, unlawful, disruptive, destructive, or otherwise inconsistent with the purposes of this Agreement.

Permission to enter this Property is a privilege, not a right