

## Hunting Waiver And Release Agreement

**Please read carefully before signing and ask for clarification if you have any questions about any part of this agreement. This is a release of liability and waiver of certain legal rights.**

In consideration for my being permitted to participate in the activity of hunting, camping, clay target shooting, or any related activity, and the use of the property, personal dogs, equipment, facilities, and or birds(if any), I agree to the following Waiver and Release:

I acknowledge that hunting, camping, clay target shooting or other related activities have inherent risks, hazards, and dangers that cannot be eliminated. I also acknowledge that agreeing to hunt, camp, clay target shoot, or participate in any related activity with Forbes Road Hunting Club, LLC, that there are additional risks, hazards, and dangers to myself and others that cannot be eliminated. **I understand that these risks, hazards, and dangers include without limitation and agree to the following:**

The propensity of other participants, animals, or clay targets to behave in ways that result in injury, harm, or death to myself or others around them. The unpredictability of an individuals or animals reaction to such things as sounds, sudden movement, and unfamiliar objects, places, persons, or other animals. Certain hazards such as surface and sub-surface conditions that I might encounter whether they are obvious or not obvious, man made or natural that may contribute to injury harm or death. I also acknowledge that there is the potential of another participant to act in a negligent manner that may contribute to injury, harm, or death to me, such as maintaining control of their gun or not acting within his or her ability. I understand the risks of handling firearms and being near others that have firearms in their possession and participating in an activity that involves the firing of a firearm. I fully understand that I am hunting in rugged country where the use of a firearm, encounters with wildlife, animals, insects and temperature extremes and inclement weather are all likely to present a risk, hazard, and danger to me and other participants. I accept and acknowledge the unavailability of immediate professional medical attention in the wilderness.

Forbes Road Hunting Club, LLC shall have full authority to administer treatment of any injury as they deem necessary to insure the health and safety of myself and I hold them harmless for all treatment and actions. I understand the risks, hazards, and danger described above and have had the opportunity to discuss them with FORBES ROAD HUNTING CLUB, LLC. I understand that these activities require me to be in good physical condition. I believe myself to be in good physical condition and fully capable of engaging in these activities safely. I understand that I have responsibilities and that my participation in this activity is voluntary and I elect to participate in spite of the risks. **I am voluntarily using the services of Forbes Road Hunting Club, LLC with full knowledge of the inherent risks of injury, paralysis, loss or death.**

Lastly, I, for myself, my heirs, successors, executors, and subrogees, hereby **KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE INDEMNIFY AND HOLD HARMLESS** FORBES ROAD HUNTING CLUB, LLC, Wade Fyock, the LAND OWNER, their directors, officers, agents, employees and volunteers from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorneys' fees) which are related to, arise out of, or are in any way connected with my participation in this activity including but not limited to **NEGLIGENCE** of any kind or nature whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis or death to myself as a result of my engaging in these activities or the use of services, animals, facilities or equipment, whether such damage, loss, injury, paralysis, or death results from negligence of FORBES ROAD HUNTING CLUB, LLC, or some other cause. I for myself, my heirs, my successors, executors, subrogees, further agree not to sue FORBES ROAD HUNTING CLUB, LLC, WADE FYOCK, THE LAND OWNER, their directors, officers, agents, employees, and volunteers as a result of any injury, paralysis, or death suffered in connection with my use and participation in the activities of hunting, camping, clay shooting, or any other related activity.

**I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE**

**PRINT NAME**

**DATE**

**MAILING ADDRESS**

**SIGNATURE**

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