

WAIVER AND RELEASE AGREEMENT

Please read carefully before signing. This is a release of liability waiver of certain legal rights

In consideration for my being permitted to participate in the activities of the hunting preserve, I agree to the following Waiver and Release:

I acknowledge that hunting and/or clay target shooting has inherent risks, hazards, and dangers for anyone, that cannot be eliminated, particularly in a wilderness environment. I UNDERSTAND THAT THESE RISKS, HAZARDS, AND DANGERS INCLUDE WITHOUT LIMITATION:

1. The risk of handling firearms and being near others that have firearms in their possession;
2. The risk of ear damage from noise;
3. The risk of injury from ammunition, clay targets and shot from other guns;
4. Walking in rugged country, including encounters with wildlife, animals & insects;
5. Inclement weather conditions.

For eye and ear protection, we recommend you use ear plugs and protective eye glasses. If you do not, you are doing so at your own choice.

I understand the risks, hazards, and dangers as described above and have had the opportunity to discuss them with Elkhorn Lake Hunt Club Inc.. I understand that these activities may require good physical conditioning and a degree of skill and knowledge. I believe I have that good physical conditioning and the degree of skill and knowledge necessary for me to engage in these activities safely. I understand that I have responsibilities. My participation in this activity is purely voluntary. No one is forcing me to participate and I elect to participate in spite of the risks. I AM VOLUNTARILY USING THE SERVICES OF Elkhorn Lake Hunt Club Inc. WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS, OR DEATH.

Lastly, I, for myself, my heirs, successors, executors, and subrogees, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS Elkhorn Lake Hunt Club Inc., their directors, officers, agents, employees, volunteers and landowners 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 me or my property as a result of my engaging in these activities or the use of these services, animals or equipment, whether such damage, loss injury, paralysis, or death results from negligence of the hunting preserve or from some other cause. I, for myself, my heirs, my successors, executors, and subrogees, further agree not to sue Elkhorn Lake Hunt Club Inc. as a result of any injury, paralysis, or death suffered in connection with my use and participation in the activities of the hunting preserve.

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

Date _____

Signature _____

Print Name _____

Mailing address _____

City _____

State _____

Zip _____

Phone Number _____

NAME OF MINOR _____

If under eighteen years of age, parent, guardian, or custodian must sign the following indemnification:

INDEMNIFICATION

In consideration for the above minor being permitted by Elkhorn Lake Hunt Club Inc. to participate in the activities of the hunting preserve which include, without limitation, the use of its services, animals and equipment, I agree to the following waiver, release, and indemnification:

The undersigned parent, guardian, or custodian of the above minor, for himself/herself and on behalf of said minor, hereby joins in the foregoing Waiver and Release and hereby stipulates and agrees to save and hold harmless, indemnify, and forever defend Elkhorn Lake Hunt Club Inc., their directors, officers, agents, employees, and volunteers from and against any claims, actions, demands, expenses, liabilities (including reasonable attorneys' fees), and NEGLIGENCE made or bought by said minor or by anyone on behalf of said minor, as a result of said minor's participation in the activities of the hunting preserve and his or her use of the property, animals, if any, and facilities of Elkhorn Lake Hunt Club Inc.. I for myself and on behalf of said minor, further agree not to sue Elkhorn Lake Hunt Club Inc. as a result of any injury, paralysis or death that said minor suffers in connection with his/her participation in the activities of the hunting preserve.

Date

Signature of Parent, Guardian or
Custodian of Minor

Print Name of Minor

Date

Witness