

BLACK SHEEP WATERFOWL'S RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In consideration of being permitted to participate in hunting activities operated by Black Sheep Water Fowl, Inc. (The "Company") and for other good and valuable consideration, I hereby agree to release and discharge the Company and its owners, directors, managers, officers, employees, agents, volunteers, representatives, participants and all other persons or entities acting for or with them (hereinafter collectively referred to as "Releasees"), on behalf of myself and my children, parents, heirs, assigns, personal representatives and estate, from any and all liabilities relating to or having to do with said hunting activities, and I also agree as follows:

1. I acknowledge that hunting activities involve known and unknown, and anticipated and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death and/or property damage, and I expressly accept and assume all the risks inherent in such hunting activities. My participation in such activities is purely voluntary, and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to risks, or physical or medical conditions, then I will immediately discontinue participation.
2. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with my participation in such activities, or my use of the Company's equipment or facilities. This release applies to negligence by the Releasees but does not apply to claims arising from intentional misconduct. Should Releasees or anyone acting on their behalf be required to incur attorneys' fees and costs to enforce this Agreement, I agree to indemnify and hold them harmless from all such fees and costs.
3. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in such activities. If my insurance does not cover the costs of any such injury or damage, the I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in such activities. If I do have a medical or physical condition which could interfere with my safety, I hereby assume and agree to bear the costs associated with such injury or damage I suffer or cause directly or indirectly resulting from such condition.
4. I agree that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.
5. I fully understand that this Agreement provides that I do not have the right to sue the Releasees if I suffer any personal injury or loss of life during my participation the hunting activities, or if any property is damaged, lost or stolen while I am participating in the hunting activities.
6. I hereby undertake to indemnify the Releasees against and all liabilities, loss or damages for which the Releasees may be found liable as a result of claims, demands or judgments against the Releasees arising from any act or failure to act on my part during the course of the hunting activities for which act or failure to act I may be found liable at law.



I have had sufficient time to read this entire Agreement and should I choose to do so, consult with legal counsel prior to signing. Also, I understand that the hunting activities would not be available to me and/or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this Release, and I agree that the opportunity to participate at the stated cost in return for the execution of this Release is a reasonable bargain. I have read and understand this Agreement and agree to be bound by its terms.

SIGNATURE: _____

PRINT NAME: _____

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

TELEPHONE: (____) _____

DATE: _____

PARENT OR GUARDIAN ADDITIONAL AGREEMENT (MUST COMPLETE IF PARTICIPANT IS UNDER AGE 18)

In consideration of _____ (print minor's name) being permitted to participate in the hunting activities operated by the Company, I further agree to indemnify and hold harmless Releasees from any and all claims against the Releasees for personal injury, loss of life or damage to or loss of property, including claims of negligence but not including claims for intentional misconduct, which are brought by or on behalf of said minor or are in any way connected with such participation by said minor in the hunting activities operated by the Company.

PARENT OR GUARDIAN: _____

PRINT NAME: _____

DATE: _____

