

GUEST RELEASE OF LIABILITY, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

I, the undersigned, in consideration for allowing me to be a guest of American Sportsmen’s Club (ASC), and also for allowing me to engage in outdoor activities including hunting, shooting, fishing, camping, etc., upon land owned by other parties that have made their land available to ASC, agree to release ASC, and all said landowners from all liability for any injury to me, regardless of the severity or manner in which the injury is sustained, and also I agree to waive all rights to make any claim against ASC or the landowners they refer me to, for any property damage or loss which I sustain.

I am fully aware that hunting and shooting guns and bows are very dangerous and hazardous sports which contain inherent risks, including, but not limited to the risk of personal injury, including catastrophic injury, death or property damage. If I sustain injury or loss while on the above property, resulting from gunfire or arrows, whether fired by myself or other people, who I may or may not know, who they are or where they are, I agree to release ASC and the landowners from all liability. Furthermore, I am aware that there are many other ways in which I can be injured or suffer property damage, while on the landowners property, and I assume full responsibility for my actions which may result in injury, death or property loss or damage.

I am aware of injuries, death and property damage which can result from tripping, stumbling, falling, slipping, and climbing, resulting from my own negligence, and lack of skill in moving and observing variations in terrain or weather conditions; or, surface or subsurface snow, ice, ruts, bumps, ground cracks, holes, swells, falling trees & branches, protruding tree roots, stumps, dead trees, unsafe deer stands, open wells, covered wells, steep banks, ditches, gullies, cliffs, electric fence, barbed wire fence, snakes, ticks, spiders, mosquitoes, parasites, bacteria, viruses, microorganisms, insects, ponds, rivers, creeks, roads, livestock, aggressive animals, and all similar things whether or not mentioned. All ASC land has ticks, and I am fully aware these ticks can infect me with Lyme disease. I understand the seriousness of Lyme disease. I will not hold ASC or the landowners responsible for any injury or damage I sustain from anything mentioned above since I fully agree that I am aware of the potential hazards, and my own negligence will be the only reason I could sustain injury or loss. I assume full responsibility for staying away from obvious hazards, and all objects that could harm me, whether natural or manmade, which are incidental to operation of a hunting preserve, farm or unattended country property.

I understand there will be other people in the same vicinity where I will be, even though I won’t be able to see them, they will have guns and bows, and be shooting and hunting. I understand that I may be shot by someone else, and if I am, I agree to waive my rights to recover damages from the landowner upon whose land I am on, and confine my damage recovery action to the individual that shot the bullet or arrow.

I am fully aware of the danger to my person and property, resulting from my presence in an area where the above hazardous conditions exist, and I am willing to assume all of these risks, and hold only myself responsible in the event I sustain injury, death or property loss, or I cause the injury, death or property loss of someone else.

I agree that it is not a necessity for me to hunt or shoot, and I do so voluntarily for my own personal pleasure and entertainment.

I have willingly agreed to release ASC and the landowners they have referred me to, from all liability resulting from my actions, or the actions of other people, while I am on the landowner’s property.

I understand I am giving up important rights by contractually agreeing to not sue or make claim against ASC and their affiliated landowners upon whose land I may be injured, killed or suffer property damage resulting from numerous hazards which may or may not involve guns or bows.

I understand there are many other places where I am free to hunt, shoot, fish, camp, etc., Where I would not be required to sign this release of liability, but I have freely chosen to hunt, shoot, etc., at the places where this release is required.

I also agree that I have been given the right to seek an attorney’s opinion before signing this agreement, and if I have not done so, it is because I have chosen not to do so, and nothing has been said to me verbally or implied in any way, that an attorneys counsel is not necessary. I know attorneys should be consulted before contracts are signed, and this is a contract.

I have completely read this agreement, I understand it thoroughly, I fully agree with its content, and warning to me of potential hazards which may result from my hunting activity or physical presence upon land owned by parties to whom I have been referred by ASC, for the purpose of hunting and shooting. I agree to release from liability, ASC and all said landowners, and to assume full responsibility for any injury, death or property damage which I may sustain or cause during my visit to their property.

_____/_____/_____
Guest Name (print) Birth date X Guest Signature Date Signed

Guest Street Address City/ST/Zip (Phone #’S) Home*Business*Emergency

Note: If guest under 18 years of age, parent or guardian must sign the following indemnification agreement. I the undersigned, am the parent or legal guardian of the guest signed above, I agree to fully indemnify ASC, and their affiliated landowners from all claims and costs of defense resulting from injury, death or property damage, sustained by or caused by the hunter. I understand that in the event of a claim, I will assume full legal and financial responsibility and protect ASC and their affiliated landowners from all claims resulting from the invalidity of the above release of liability and hold harmless agreement.

Parent/Guardian (please print name) X Parent/Guardian Signature Date Signed

PT/GDN Street Address City/ST/Zip (Phone #’S) Home*Business*Emergency

Witness: I, the host member of American Sportsmen’s Club, certify that I personally witnessed the signing of all signatures above.

Members Name (please print) X Members Signature Date Witnessed