

NOTICE – READ BEFORE SIGNING

This waiver, release of liability and indemnity limits your rights to the recovery of damages in case of personal injury, death, or property damage. If you have any questions about this Agreement, you should consult with your attorney before signing it.

DISCLOSURE, WAIVER, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

By executing this Disclosure, Waiver, Release of Liability and Indemnity Agreement (the "Agreement") I voluntarily request to participate in, or act as a spectator of dove hunting and/or shooting and I hereby release BLACK BRUSH OUTFITTERS, MARK ROBERTS and/or RANCH/PROPERTY OWNER (the "Released Parties") from and against any and all claims, demands, causes of action of any sort, and damages including attorney's fees resulting from any accident, act, negligence, omission, or, incident causing injury to myself or my property and any and all liability for death, injuries, personal property damage, lost or stolen items, which could arise during the stay or hunt. I ACKNOWLEDGE AND UNDERSTRAND THAT NO WARRANTY, EITHER EXPRESS OR IMPLIED, IS MADE by the Released Parties as to the condition of any of the property, roads, gates, and quantity or quality of available doves or birds for hunting. Further, I hereby ACKNOWLEDGE AND AGREE that dangerous conditions could exist in the Property and this release shall cover and include, but not be limited to, all risks and hazards involved in hunting, such as poisonous snakes, insects, spiders, eroding and general condition of the land, on and off roadways, animals (both wild and domestic), other persons with firearms, on or off the Property, uneven or sloped ground, bluffs, creeks, hills, loose rocks, potholes. I further state that I EXPRESSLY ASSUME all such risks, hazards and dangers with the understanding that I am exposing my person and property to same.

IN ADDITION, I ACKNOWLEDGE, AGREE AND CONFIRM THE FOLLOWING:

1. There will be no trash, spent shells or rubbish of any kind left on the Property. All spent hulls will be picked up by myself;
2. I will make every effort and attempt to recover every bird I shoot;
3. While hunting, I will stay in my designated hunting spot or pasture;
4. Alcohol may be served or available for consumption on the property, and I agree not to operate a motor vehicle, carry a firearm, hunt or leave the property under the influence or in the possession of alcohol consumed on the property. Further, I agree not to be intoxicated at any time during the hunt/stay. If I am intoxicated at any time during the hunt/stay, I will be evicted from the hunt;
5. If I shoot the legal limit of birds, I agree my hunt is over and I will secure my gun(s);
6. To pay the fee for hunting prior to the hunt;
7. I will be personally liable and responsible for any damage caused by me to any person, property or livestock;
8. I or any minor child that may be with me during the hunt/stay have a current hunting license and proper stamp and agree to keep it on my person at all times during the hunt/stay;
9. To conduct myself in a responsible and safe manner in compliance with the agreements contained herein and with common sense;
10. I am responsible for and hereby agree to abide by this Agreement for any minor child that may be with me during the hunt/stay;
11. I will abide by all the local, state and/or federal laws relating to hunting;

To the extent that any provision contained herein is found to be unenforceable, such provision shall be deemed struck from this Agreement and such invalidity shall not in any way affect the other provisions contained herein, which provisions shall be enforced to the maximum extent permitted by law.

ANY VIOLATION OF THE AGREEMENTS CONTAINED HEREIN SHALL GIVE ANY OF THE RELEASED PARTIES THE RIGHT TO IMMEDIATELY REVOKE MY PERMISSION TO BE ON THE PROPERTY. ANY OF THE RELEASED PARTIES MAY, BUT NOT BE OBLIGATED TO ENFORCE THIS AGREEMENT AND SHALL NOT BE LIABLE TO ANY PARTY FOR FILING TO ENFORCE THE AGREEMENTS CONTAINED HEREIN.

Date: _____

Printed Name: _____

Signature: _____

Address: _____

Telephone Number: _____ E-mail Address: _____