

Wildlife and Land Management Waiver of Rights and Indemnity Agreement

The undersigned does hereby contract with *Wildlife and Land Management Inc.* for day hunting privileges and other outdoor recreational activity on premises owned, leased and/or operated by *Wildlife and Land Management Inc.* In consideration for my being permitted to participate in these activities I agree to the following waiver and release:

Printed Name _____ (herein after referred to as the *Participant*)

I acknowledge my participation has inherent risks, hazards, and dangers for anyone, that cannot be eliminated, particularly in a wilderness environment. I UNDERSTAND THESE RISKS, HAZARDS, AND DANGERS INCLUDE WITHOUT LIMITATION:

Activities include but not limited to bird hunting with firearms, recreational shooting, riding in other forms of motorized transportation and walking in unimproved rural areas of the property. In consideration for the sums paid and other adequate consideration, Hunter and Observer hereby agrees to release, indemnify and fully discharge *Wildlife and Land Management Inc.*, its owners, shareholders, members, partners, operators, lessors, co-lessors, officers, directors, agents, employees, independent contractors, trustees, assigns and insurers ("Indemnified Party") from any and all claims or demands of any kind, both in law and equity, whether for personal injury, property damage or contract, arising directly or indirectly, by, through and under any and all activities pursuant to this agreement.

I understand the risks, hazards, and dangers of hunting. I understand 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 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 at *Wildlife and Land Management Inc.* with full knowledge of the inherent risks, hazards, dangers involved and hereby assume and accept any and all risks of injury, paralysis, or death. Participant acknowledges that the use of alcohol, marijuana, illegal drugs, or impairing prescription medications before or during hunting activities is strictly prohibited. Participant agrees not to hunt, handle firearms, operate vehicles or equipment, or participate in any hunting-related activity while under the influence. Participant assumes all risks associated with impairment caused by alcohol or substances, whether used by Participant or others, and agrees that the property owner and operators may deny or terminate participation without refund if impairment is suspected.

Lastly, I, for myself, my heirs, successors, executors, and subrogates, hereby knowingly and intentionally waive and release, indemnify and hold harmless *Wildlife and Land Management Inc.*, their directors, officers, agents, independent contractors, employees, 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 of 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, equipment, whether such damage, loss, injury, paralysis, or death results from negligence of myself or others or from some other cause. I, for myself, my heirs, my successors, executors, and subrogates, further agree not to sue *Wildlife and Land Management Inc.* as a result of any injury, paralysis, or death suffered in connection with my use and participation in the activities at *Wildlife and Land Management Inc.*

Participant acknowledges that dogs will be used as part of the hunting activity and does hereby agree to indemnify *Wildlife and Land Management Inc.* for any and all costs of veterinary care and/or cost of replacement for the injury or death of any dog where such injury or death occur. If injury or death of an animal (dog) occurs, hunter and/or observer will pay for replacement of animal (dog).

I, Participant, do hereby agree that I, my guests, members of my party, family or minor under the age of eighteen who accompany me, will abide by the rules and regulations of *Wildlife and Land Management Inc.* I do further agree and acknowledge that I, my guests, members of my party, family or minors under the age of eighteen who accompany me may be requested to leave the property for any infraction of such rules and regulations.

This agreement is made in the State of Texas and shall be in all respects governed in accordance with the laws of the State of Texas. I further agree that this Agreement is intended to be as broad and inclusive as permitted by the laws of Texas and if any portion thereof is held invalid, I agree the balance shall, notwithstanding, continue in full legal force and effect.

I have carefully read, clearly understand, and voluntarily sign this waiver and release agreement. This waiver applies to all hunting and related activities conducted on the property on the date signed and thereafter unless revoked in writing.

Signature of Participant

Wildlife and Land Management
Parent's or Guardian's Consent and Additional Indemnification
For Hunters/Observers under the age of 18

Printed Name of Minor_____ (herein after referred to as the *Minor*)

In consideration of Minor being permitted to hunt with *Wildlife and Land Management, Inc.* and to participate in the Activities (as defined above), I, on behalf of myself and the Minor, consent to Minor's participation in the Activities and agree to be bound by all the foregoing acknowledgements, assumptions of risk, release of liability, waiver of rights, indemnity agreements and other agreements stated or included above.

Signature of Participant