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WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK FOR PARTICIPATION AND ATTENDANCE WITH BW WHITETAILS OF OHIO.

PARTICIPANT INFORMATION: _____

Name

In consideration of being permitted to attend or participate with BW WHITETAILS OF OHIO's guided hunts on leased or owned land, or other activities and services offered by BW Whitetails now or in the future, (hereinafter referred to as "**BW Activities**"), the undersigned acknowledges, understands, and agrees that:

1. I am voluntarily attending, entering and / or participating in **BW Activities**, I am affirmatively agreeing that I am voluntarily attending / participating in **BW Activities**, and understand that the risk of injury to myself, and/or damage to personal property, from the activities involved in **BW Activities**, could be significant, and while rules, equipment, and personal discipline may reduce potential risks, the risk of serious injury does exist; and
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, whether known or unknown by me, including those risks arising from the negligence of BW WHITETAILS OF OHIO or any of its employees, contractors, or others, that may occur during, or because of, my participation or attendance in **BW Activities**; and
3. I agree to willingly comply with all rules, requirements, and conditions of participation while attending or participating in **BW Activities**, whether written or unwritten; and
4. I agree to immediately notify a staff member of BW WHITETAILS OF OHIO in the event I observe any unusually significant hazard during my attendance / participation in **BW Activities** including, but not limited to, my own health / safety or the perceived health / safety of others in attendance and/or condition of any equipment; and
5. I understand that BW WHITETAILS OF OHIO may not have personal injury insurance that covers my participation or attendance at any **BW Activities** and understand that I am personally liable and responsible for any injuries to myself and damage to my property that may occur; and
6. I hereby release, waive liability, discharge, hold harmless, indemnify, and covenant not to sue, BW WHITETAILS OF OHIO, its members, subsidiaries, affiliates, insurers, employees, contractors, vendors, representatives, successors, administrators, trustees, and any and all others acting by, through, under, or in concert with it, from any and all liability and/or damages incurred as a result of my voluntary attendance or participation in **BW Activities**. I understand and accept that this clause is to be construed broadly to provide BW WHITETAILS OF OHIO the maximum protection permitted under the applicable law; and
7. I have completely read this document and understand its contents. I acknowledge that I have given up substantial rights by accepting this document and do so voluntarily. My signature below attests to this on behalf of myself and my executors, personal representatives, administrators, heirs, next-of-kin, successors, assigns, and anyone else who may be legally entitled to recover through me.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS FOR NOT ONLY MYSELF, BUT ALSO THOSE WHO MAY RECOVER THROUGH ME, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Participant's Signature: _____

Date: _____

Parent/Guardian Signature: _____

Date: _____

Home Address: _____

City: _____ State: _____

Zip: _____

Phone: _____

Email: _____