



# RELEASE OF LIABILITY AND ASSUMPTION OF RISK

Event Name: \_\_\_\_\_ Date: \_\_\_\_\_

Chapter Name: \_\_\_\_\_ State: \_\_\_\_\_

1. As an active participant/volunteer I represent to the landowners, operators, city, county, state, and federal agencies, referred to as owners hereafter, that I am capable of recognizing and assuming all risk and dangers normally associated with all outdoor activities, particularly those related to hunting, firearms and the use of live ammunition.
2. I understand that my successors, heirs, personal helpers and traveling companions agree to hold harmless the NWTF, its Board of Directors, agents, outfitters, volunteers, owners and collaborators from any and all liability associated with injury or loss sustained in association with, or during the execution of this event as set forth and otherwise facilitated by the NWTF.
3. I understand that this event involves firearms. Firearms, when mishandled, can be dangerous. Further, I understand that it is my responsibility to use the utmost care in the exercise of hunting and firearm safety. I intend to do so and realize that I have a duty to do so.
4. I represent that I am capable of participation and acknowledge that this release is being relied upon by the above named organization in permitting me to participate.
5. As a parent or legal guardian I certify my child has permission to attend and participate in all activities associated with the event, including the shooting sports program (air rifles, archery and other firearms where applicable). By signing this agreement I acknowledge this event involves risk, I assume full responsibility for actions and for injury or loss that may result from participation. I also waive and release all other participants, owners, sponsors, volunteers, instructors, the NWTF and/or any other parties involved in the event from any and all claims, damages, injury or loss connected with this event.

The individual named below (referred to as "I" or "me") desires to participate in this event provided by the National Wild Turkey Federation, a nonprofit corporation located at 770 Augusta Road, Edgefield, SC 29824, (the "NWTF"). In consideration of the NWTF permitting me to participate in this activity and the intangible value that I will gain by that participation, I agree to all the terms and conditions set forth in this agreement.

I AM AWARE AND UNDERSTAND THAT THE ACTIVITIES I AM PARTICIPATING IN CONTAIN CERTAIN INHERENT RISKS AND INVOLVE THE POSSIBILITY OF SERIOUS INJURY, DEATH OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY BE COMPOUNDED BY NEGLIGENT EMERGENCY RESPONSE. I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DEATH, OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF THE NWTF OR OTHERWISE.

I hereby expressly waive and release any and all claims, now known or hereafter known, against the NWTF, and its officers, directors, employees, agents, affiliates, members, volunteers, successors, and assigns on account of injury, death, or property damage arising out of or attributable to my participation in the activities, whether arising out of the negligence of the NWTF or otherwise. I covenant not to make or bring any such claim against the NWTF and forever release and discharge the NWTF from liability under such claims.

I shall defend, indemnify, and hold harmless the NWTF against all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, fees and the costs of enforcing any right to indemnification under this agreement. This includes the cost of pursuing any insurance providers, incurred by/awarded against indemnified party in a final non-appealable judgment, arising out or resulting from any claim of a third party related to the activities.

This agreement constitutes the sole and entire agreement of the NWTF and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term, provision of this agreement, invalidate, render unenforceable such term, or provision in any other jurisdiction. This agreement is binding on and shall inure to the benefit of the NWTF and me and their respective successors and assigns.

I hereby agree that this release is intended to be as broad and inclusive as permitted and that this release shall be governed by and interpreted in accordance with the laws of the State of South Carolina, without reference to any choice of law doctrine.

I understand and agree that during the activities, I may be photographed and/or videotaped by the NWTF for internal and/or promotional use. I hereby grant and convey to the NWTF all right, title, and interest, including but not limited to, any royalties, proceeds, or other benefits, in any and all such photographs or recordings, and consent to the NWTF's use of my name, image, likeness, and voice in perpetuity, in any medium or format, for any publicity without further compensation or permission.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE NWTF.

Participant Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Birth Date – Month/date/year – (17 and under) \_\_\_\_\_

Date: \_\_\_\_\_

I am the parent or legal guardian of the minor (17 and under) named above. I have the legal right to consent to and, by signing below, I consent to the terms and conditions of this Release of Liability.

Signed: \_\_\_\_\_

Printed Name of Parent or Legal Guardian: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

Witnessed: \_\_\_\_\_

Printed Name of Witness: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_