



NOTICE – READ BEFORE SIGNING

This waiver, release of liability and indemnity limits your right 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 and indemnity agreement (the “agreement”) I voluntarily request to participate in, or act as a spectator of bird hunting and/or shooting and I hereby release FLATLINED OUTFITTERS, DYLAN SHAW 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 item, which could arise during the stay or hunt. I ACKNOWLEDGE AND UNDERSTAND 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 birds for hunting. Further, I hereby ACKNOWLEDGE AND AGREE, that dangerous conditions could exist on the property and this release shall cover and include, but not limited to, all risk and hazards involved in hunting, such a poisonous snakes, insects, spiders, eroding and general condition of the land, on and off roadways, animals (both wild and domestic), other person 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 risk, 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 thrash, 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 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 damaged 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 agreement contained herein and with common sense;
10. I am responsible for and hereby agree to abide by this agreement for any minor child that maybe 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 AGREEMENT 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 FAILING TO ENFORCE THE AGREEMENT CONTAINED HEREIN.

Date: _____

Printed Name: _____ Signature: _____

Address: _____

TX Driver’s License #: _____ TX Hunting License #: _____

Telephone Number: _____ E-mail Address: _____