

FALLIN' FEATHERS DUCK CLUB

PARTICIPANT AGREEMENT

SECTION 1. INDEMINIFICATION, RELEASE OF LIABILITY AND HOLD HARMLESS OF CLAIMS

In consideration of being permitted to participate, in any way, in hunting and outdoor related activities, I hereby agree with, consent to, and acknowledge that I am entering into a legally binding agreement with Fallin' Feathers Duck Club.

I hereby indemnify, release and hold harmless with respect to any and all injury, disability, death, or loss or damage to person or property, whether caused by negligence or otherwise the following named entities and/or persons, herein after referred to as Releasees: Fallin Feathers Duck Club (hereinafter FFDC), Arthur Loyd and Monica Loyd individually and dba Fallin' Feathers Duck Club, independent contractors and/or employees of FFDC, if any, along with FFDC agents, volunteers, Executors, Successors and Assigns.

I hereby indemnify, release, and hold harmless the Releasees as stated above from liability and responsibility whatsoever for any claims or causes of action that I, my heirs, survivors, estate, executors or assigns may have for personal injury, property damage, wrongful death or otherwise, arising from outdoor related activities whether caused by active or passive negligence of the Releasees or otherwise.

I hereby affirm and acknowledge that I understand and consent to, on my own accord, the inherent hazards and risks associated with hunting and outdoor activities, the equipment related to the outdoor activities along with transportation provided to, from, and during the activities, of which I wish to engage in which include, but are not limited to, the following:

Risk of injury from the activity, equipment or weapons used in hunting and outdoor activities

Possible equipment failure and/or malfunction of my own or others equipment of any type which may be used which may have been rented, borrowed, or personally owned equipment of any type or kind.

My own negligence and/or the negligence of others including, but not limited to, operator error.

Discharges of weapons, whether accidental intentional or caused by malfunction.

Hazards related to vessels including collision, capsizing, sinking, slipping, falling, tripping, or other hazards that may result in wetness, being stranded, injury, exposure to elements, hypothermia, impact of the body upon the water or drowning. I also assume all risks of travel by ATV, motor vehicle or otherwise.

Cold weather and heat related injuries and illness including but not limited to frostbite, frostnip, heat exhaustion, heat stroke, sunburn, hypothermia, dehydration, and all other weather-related injuries.

Exposure to outdoor elements including but not limited to rock fall, inclement weather, avalanche, lightning, thunder, tornado, microburst, and exposure to all outdoor elements.

Encounter or attack by insects, reptiles, birds, and or any animals.

Accidents or illness occurring in remote places where there are no available medical facilities.

Fatigue, chill and/or dizziness which may diminish reaction time and increase risk of accident.

Sense of balance, physical coordination, and ability to follow instructions.

All other outdoor risks and hazards not mentioned herein.

By placing my signature below, I state that I have read, reviewed, and understand the contents of the Release of Liability, Waiver of Claims & Indemnity Agreement Section 1. and I agree with and consent to the same on my own behalf, under no duress. I further state I understand that by signing and executing this document, I agree to hold the Releasees harmless and indemnify them and each of them, in any way whatsoever, in conjunction with any injury, disability, death, or loss or damage to person or property that may occur because of engaging in hunting and/or outdoor activities. In addition, by entering to this Agreement, I am not relying on any oral or written representation or statements made by Releasees.

This Release shall be binding to the fullest extent permitted by law. If any provision in this release is found to be unenforceable, the remaining terms under this release shall remain in full force and effect upon execution by signature.

SECTION 2. PHOTO AND VIDEO RELEASE AND AUTHORIZATION

By signing this Agreement, I hereby acknowledge that I give my full authorization and permission to Fallin’ Feathers Duck Club (herein FFDC) and the above referenced entities and persons contained in Section 1. of this Agreement to use the following personal information: (1) my picture, including photographic, motion picture, and electronic video images; (2) my voice including all sound and video recording. I hereby grant FFDC, its subsidiaries, licensees, successors, executors and assigns, the right to use, publish and reproduce for all purposes, my name, pictures of me in film, electronic format, media format, video format or otherwise, including sound and video recordings of my voice. This Release includes printed and electronic copies of the information described in (1) and (2) above in any and formats, including, without limitation, cable and broadcast television, internet, distribution for promotion, website use, social media use, advertising, sales, press conferences, meetings, hearings, educational conferences, brochures, print media, and any and all other uses deemed appropriate by FFDC which are not referenced herein until future format is available herein.

This permission and authorization extend to all languages, all media formats, all markets now known or hereafter devised. This permission and authorization shall continue forever unless and until the undersigned participant revokes the permission in writing. The undersigned further grants FFDC all right, title, and interest that the undersigned may have in any way whatsoever, to all pictures, negatives, reproductions, copies, videos, voice recordings, motion pictures and other media taken by and with FFDC during my hunt and/or outdoor activity with FFDC. I further give FFDC the right, permission, and authorization to give, sell, transfer, and exhibit the print, video, media as explained above herein for marketing, communications, or advertising purposes as it deems fit, including sharing photographs and videos with various entities, organizations and corporations. I hereby waive any right to inspect or approve photographs, videos or media described herein, for any purposes. I hereby waive the right to receive any payment from FFDC or any other entity, now or in the future for the use of photographs and videos or any audio or video or photograph in any format, in which I may appear and further waive the right to receive any payment now or in the future from FFDC or any other entity, for the use of any of the material, photo, video, media described above for any purpose authorized by FFDC pursuant to this Release and Agreement.

I have read, reviewed, and understand the Fallin’ Feathers Duck Club Agreement. I have legal authority to sign and enter into this Agreement containing the Releases as stated in Sections 1. and 2. I further state my signature is placed at the bottom of this page as my execution of the Agreement in its entirety.

Date: _____

Signature of Participant

Printed Name

Address

Email Address

Phone Number