

## Release of Liability

In consideration of the risk of injury while participating in the activity of Hunting, Fishing, Trapping, and any and all recreational activities and as consideration for the right to participate in any of said activities, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the activity, and do hereby release and forever discharge Kennewick Game Farm LLC located at 228812 E. Game Farm Rd. Kennewick, WA 99337, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned activity, including traveling to and from an event related to this activity.

I am voluntarily participating in the aforementioned activity and I am aware of the risks associated with traveling to and from as well as participating in this activity, which may include, but are not limited to, physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and death. I understand that these injuries or outcomes may arise from my own or others' negligence, conditions related to travel, or the condition of the activity location (s). None the less, I assume all related risks, both known or unknown to me, of my participation in this activity, including travel to, from and during this activity.

I agree to indemnify and hold harmless Kennewick Game Farm, LLC against any and all claims, suits, or actions of any kind whatsoever for liability, damages, compensation, or otherwise brought by me or anyone on my behalf, including attorneys fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If Kennewick Game Farm LLC incurs any of these types of expenses, I agree to reimburse Kennewick Game Farm LLC.

I acknowledge that Kennewick Game Farm LLC and their directors, officers, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Kennewick Game Farm LLC.

I acknowledge that this activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperatures, weather, lack of hydration, condition of participants, equipment, vehicular traffic and action of others, including but not limited to, participants, volunteers, spectators, coaches, event officials and event monitors, and/or producers, of the event and lack of hydration.

In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such a treatment. I am aware and understand that I should carry my own health insurance.

In the event that any damage to equipment or facilities occurs as the result of me and/or my family's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

This agreement was entered into at arm's length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both the participant,  
\_\_\_\_\_, and Kennewick Game Farm LLC agree that this agreement is



clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of the agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this release of liability shall be deemed to be severable or invalid, or if any term, condition, phrase, or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, constructed and enforced as so limited.

In the event of an emergency, please contact the following person(s) in the order presented:

Emergency Contact	Contact Relationship	Contact/Telephone
_____	_____	_____
_____	_____	_____

I, the undersigned participant, affirm that I am of the age of 18 years or older, and that I am freely signing this agreement. All Minors must have parent/guardian signature accompanying their signature. I certify that I have read this agreement, and that I fully understand its content. I am aware that this is a release of liability and a contract and that I am signing it of my own free will.

Participants Name  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Participants Address  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_