

HUNTING RELEASE OF LIABILITY WAIVER

This Hunting Release of Liability Waiver dated on _____, is between:

Hunter: _____ (“Hunter”), who hereby releases:

Landowner: **Richard Brioso** (“Landowner”), on the following:

- Property Address: 655 Eleven Bridges Rd, Cuthbert, GA 39840.
- _____
- Other Description: Stars N Bars.

Hereinafter known as the “Property.”

The Hunter acknowledges and understands that hunting, fishing, and related activities on the Property involve inherent risks and dangers, including but not limited to the risk of personal injury, death, or property damage. The Hunter voluntarily assumes all such risks, both known and unknown, and accepts full responsibility for any personal injury, death, or property damage resulting from such activities on the Property in addition to:

- a.) **Release and Waiver of Claims.** The Hunter hereby releases, waives, discharges, and covenants not to sue the Landowner, its officers, agents, employees, and assigns (collectively, the "Releasees") from all liability to the Hunter, their personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefore, on account of injury to the person or property or resulting in the death of the Hunter, arising out of or related to the activities conducted on the Property, whether caused by the negligence of the Releasees or otherwise.
- b.) **Indemnification and Hold Harmless.** The Hunter agrees to indemnify and hold harmless the Releasees from any and all claims, actions, suits, costs, expenses, damages, and liabilities, including attorney's fees, arising out of, connected with, or resulting from the Hunter's activities on the Property, including without limitation, any injury, death, or property damage, whether caused by the negligence of the Releasees or otherwise.
- c.) **Georgia Law. (OCGA 51-3-20 through 51-3-26)** - Explicitly shields landowners from Civil liability for injuries to persons who use their land for recreational purposes without charge unless the landowner willfully or maliciously fails to guard against or warn of a dangerous condition, use, structure, or activity. Landowners will not be liable unless they violate this standard of care as the "duty of slight care", which is lower than that of ordinary care. **Georgia Law (OCGA 27-3-1)** further extends this same protection to landowners, lessees of land, or lessees of hunting or fishing rights who give permission to another to hunt or fish on their property with or without charge.

d.) **Acknowledgment of Understanding**. The Hunter has read this Release of Liability Waiver, fully understands its terms, and understands that it is giving up substantial rights, including its right to sue. The Hunter acknowledges that it is signing the agreement freely and voluntarily and intends by its signature for this release and indemnification clause to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Hunter Signature: _____ Date: _____

Print Name: _____