

## WAIVER & RELEASE OF LIABILITY AGREEMENT ACKNOWLEDGEMENT & ACCEPTANCE OF RISK, HAZARDS & DANGERS

READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN RIGHTS.

In consideration for my being permitted to participate in the activities of Fowl Okie Guided Hunts, I agree to the following Waiver and Release of liability:

I acknowledge hunting has certain risks, hazards and dangers to include but are not limited to:

- 1. The risk of handling dangerous weapons and other equipment used for hunting and the risk of being near others that have dangerous weapons and other equipment used for hunting in their possession.
- 2. The risk of injury from the discharge of weapons either by other hunters or myself, whether accidental, intentional, or caused by malfunction of the same.
- 3. The risk of injury from walking in rugged terrain and the natural erosion to both property and roadways.
- 4. The risk of injury from encounters with poisonous plants, venomous snakes, insects, spiders and animals (both wild and domestic).
- 5. The risk of encountering inclement weather conditions.
- 6. The risk of injury from the use of blinds or tree stands erected either by others or myself.
- 7. The risk of injury from riding all terrain vehicles (ATV) or any other vehicle used on or off the paved road.
- 8. The risk of isolation from help and/or difficult evacuation following accidents involving injury, including death.

I understand the risks, hazards and dangers associated with hunting and I have had the opportunity to discuss them with Fowl Okie Guided Hunts. I agree that this document is

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sufficient warning of the risks, hazards and dangers of hunting and that my participation in this activity is voluntary. I understand the activities of hunting require good physical condition and a certain degree of skill. I believe I am in good physical condition and possess the necessary skills and knowledge for me to participate in these activities safely.

While using the services of Fowl Okie Guided Hunts, I agree to:

- 1. Conduct myself in a proper manner.
- 2. Display courtesy and consideration in dealing with Fowl Okie Guided Hunts personnel and other hunters.
- 3. Comply with all federal, state, Oklahoma Department of Wildlife or Kansas Department of Wildlife, Parks and Tourism laws and regulations, whenever engaged in activities over which such state may have jurisdiction.
- 4. No illegal drugs to be used at any time.
- 5. Observe and comply with all rules and regulations that Fowl Okie Guided Hunts may prescribe by either oral or written notice of safety and convenience to all hunters and Fowl Okie Guided Hunts agents and conservation of livestock and wildlife located on property located on or adjoining Fowl Okie Guided Hunt activities.
- 6. Animals harvested while participating in Fowl Okie Guided Hunt activities may be photographed and used for advertising and promotional purposes.

I acknowledge and understand that no guarantees, expressed or implied, are made by Fowl Okie Guided Hunts or its agents as to the condition of the property, lodging or improvements made.

I acknowledge and understand that no guarantees, expressed or implied, are made by Fowl Okie Guided Hunts or its agents are made as to the success of a hunt.

I understand that I am a guest and if I am observed in violation of any law or regulation, I can be asked to leave the hunting activities with no refund of payment.

I AM VOLUNTARILY USING THE SERVICES OF FOWL OKIE GUIDED HUNTS WITH FULL KNOWLEDGE OF THE INHERINT RISKS, DANGERS AND HAZARDS INVOLVED AND HEREBY ASSUME AND ACCEPT ALL RISKS OF PARALYSIS, INJURY OR DEATH.

In consideration for the privilege to hunt with Fowl Okie Guided Hunts and its agents, the undersigned agrees to release, hold harmless and unconditionally indemnify and defend Fowl Okie Guided Hunts, its agents, and landowners of any such property where the Fowl Okie Guided Hunts activities occur, against any and all liability, costs, expenses, claims and damages which Fowl Okie Guided Hunts, its agents and landowners may at any time suffer or sustain or become liable for by reason of any accidents, damages or other injuries, either to the person or property, or both of hunter or of any other parties in any matter arising from the agreement or from the hunting operations performed here under including but not limited to any negligent act or omission of Fowl Okie Guided Hunts and its agents or landowners upon which the hunting activities occur. Fowl Okie Guided Hunts, its agents, and landowners shall be indemnified for all costs required to enforce this agreement including court costs and reasonable legal fees.

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I HEREBY ACKNOWLEDGE THAT I VOLUNTARILY SIGN THIS WAIVE AGREEMENT.	,
Printed Name	
Signature	Date
If the hunter above is under the age of 18 a parent, legal guardian or custodian must sign the following:	
I ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE OF LIABILITY AGREEMENT AS IT APPLIES TO MINOR NAMED BELOW. I OR SHALL SUPERVISE THIS MINOR DURING THIS HUNT.	
Minor Printed Name	
Printed Name	Relationship to minor
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