**Release, Indemnification and Hold Harmless Agreement**

**In consideration of participating in hunting, fishing, camping and other activities I hereby agree to release and discharge from liability from negligence Prairie Lake Wildlife Conservation, Inc. (hereafter referred to as PLWC) and its owners, shareholders, directors, officers, employees, agents, volunteers, participants and all other persons or entities acting for them (hereinafter collectively referred to as “Releasees”), on behalf of myself, my children, parents, heirs, assigns, personal representative and estate, and also agree as follows:**

1. **I acknowledge all PLWC activities involve known and unanticipated risk which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risk include, but are not limited to, death or serious injury as a result of being shot or as a result of equipment malfunction; hearing loss; loss of vision; broken bones; bruises and other bodily injuries caused by falls; medical conditions resulting from physical activity; and damaged clothing or other property. I understand such risk simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activities.**
2. **I expressly accept and assume all of the risk inherent in activities or that might have been caused by the negligence of the Releasees. My participation in activities at PLWC is purely voluntary and I elect to participate despite the risk. In addition, if at any time I believe that activity conditions are unsafe or that I am unable to participate due to physical or mental conditions, then I will immediately discontinue participation.**
3. **I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with my participation in PLWC activities, or my use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct. Should Releasees or anyone on their behalf be required to incur attorney’s fees and cost to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and cost.**
4. **I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in activities, or else I agree to bear the cost of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in activities at PLWC, or else I am willing to assume and bear the cost of all risk that may be created, directly or indirectly, by such condition.**
5. **I covenant not to sue or otherwise assert a claim of any nature whatsoever against Releasees arising out of or any way related to my physical presence or my participation in activities at PLWC.**
6. **This Agreement shall be governed by the laws of the State of Missouri and any choice of venue shall be that in which the property is located.**
7. **I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.**

**By signing this document, I agree that if I am hurt or my property is damaged during my participation in activities at PLWC, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.**

**I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that activities at PLWC might not be made available to me if I were to choose not to sign this release. I have read and understood this document and I agree to be bound by its terms.**

**Print Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_City\_\_\_\_\_\_\_\_\_\_\_\_State\_\_\_\_\_\_\_\_\_\_Zip\_\_\_\_\_\_\_\_\_\_**

**Telephone (\_\_\_\_\_)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Alternate Phone (\_\_\_\_\_)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Email Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date \_\_\_\_\_\_/\_\_\_\_\_\_/\_\_\_\_\_\_**

**Emergency Contact\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Telephone (\_\_\_\_\_)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**PARENT OR GUARDIAN ADDITIONAL AGREEMENT**

**In Consideration of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ being permitted to participate in activities at PLWC, I further agree to be bound by the terms of this Agreement above and indemnify and hold harmless Releasees from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor.**

**Parent or Guardian Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_/\_\_\_\_\_\_/\_\_\_\_\_\_**

**This Agreement was delivered to:**

|  |
| --- |
| PLWC Member Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_/\_\_\_\_\_\_/\_\_\_\_\_\_ |
| Must be signed and dated by PLWC Director prior to any activity participation. |