

Release of Liability, Hold Harmless and Indemnification Agreement – Guest

I, the undersigned, in consideration for allowing me to be a guest of Southwind Outdoors/AWA (SWO) and also for allowing me to engage in outdoor activities including hunting, shooting, fishing, camping, etcetera upon land owned by other parties that have made their land available to SWO agree to release and all said landowners from all liability for any injury to me, regardless of the severity or manner in which the injury is sustained, and also I agree to waive all rights to make any claim against SWO or the landowners they refer me to, for any property damage or loss which I sustain.

I am fully aware that hunting and shooting guns and bows are very dangerous and hazardous sports which contain inherent risks, including, but not limited to the risk of personal injury, including catastrophic injury, death, or property damage. If I sustain injury or loss while on the above property resulting from gunfire or arrows, whether fired by myself or other people, who I may or may not know, who they are or where they are, I agree to release SWO and the landowners from all liability, furthermore, I am aware that there are many other ways in which I can be injured or suffer property damage, while on the landowners property, and I assume full responsibility for my actions which may result in injury, death, or property loss or damage.

I am aware of injuries, death and property damage which can result from tripping, stumbling, falling, slipping, and climbing, resulting from my own negligence, and lack of skill in moving and observing variations in terrain or weather conditions; or, surface or subsurface snow, ice, ruts, bumps, steep banks, ditches, gullies, cliffs, electric fence, barbed wire fence, snakes, ticks, spiders, mosquitoes, parasites, bacteria, viruses, microorganisms, insects, ponds, rivers, creeks, roads, livestock, aggressive animals, and all similar things whether or not mentioned. All SWO land has ticks, and I am fully aware these ticks can infect me with Lyme Disease. I will not hold SWO or the landowners responsible for any injury or damage I sustain from anything mentioned above since I fully agree that I am aware of the potential hazards, and all objects that could harm me, whether natural or manmade, which are incidental to operation of a hunting preserve, farm, or unattended country property.

I understand there will be other people in the same vicinity where I will be, even though I won't be able to see them, they will have guns and bows, and be shooting and hunting. I understand that I may be shot by someone else, and if I am, I agree to waive my rights to recover damages from the landowners upon whose land I am on, and confine my damage recovery action to the individual that shot the bullet or arrow.

I am fully aware of the danger to my person and property, resulting from my presence in an area where the above hazardous conditions exist, and am willing to assume all of these risks and hold only myself responsible in the event I sustain injury, death or property loss, or I cause the injury, death, or property loss of someone else.

I agree that it is not a necessity for me to hunt or shoot, and I do so voluntarily for my own personal pleasure and entertainment.

I have willingly agreed to release SWO and the landowners they have referred me to, from all liability resulting from my actions, or the actions of other people, while I am on the landowners' property.

I understand I am giving up important rights by contractually agreeing to not sue or make claim against SWO and their affiliated landowners upon whose land I may be injured, killed, or suffer property damage resulting from numerous hazards which may or may not involve guns or bows.

I understand there are many other places where I am free to hunt, shoot, fish, camp, etcetera, where I would not be required to sign this release of liability, but I have freely chosen to hunt, shoot, etcetera, at the places where this release is required.

I also agree that I have been given the right to seek an attorney's opinion before signing this agreement, and if I have not done so, it is because I have chosen not to do so, and nothing has been said to me verbally or implied in any way, that an attorney's counsel is not necessary. I know attorneys should be consulted before contracts are signed, and this is a contract.

I have completely read this agreement, I understand it thoroughly, I fully agree with its content, and warning to me or potential hazards which may result from my hunting activity or physical presence upon land owned by parties to whom I have been referred by SWO, for the purpose of hunting and shooting. I agree to release from liability, SWO and all said landowners, and to assume full responsibility for any injury, death, or property damage which I may sustain or cause during my visit to their property.

_____ X _____
Guest Name (please print) birthdate Guest Signature date

Guest Street Address City/St/Zip (Tel #'s) Home/Business/Emergency

Note: If guest under 18 years of age, parent or guardian must sign the following indemnification agreement. I the undersigned am the parent or legal guardian of the guest signed above. I agree to fully indemnify SWO, and their affiliate landowners from all claims and costs of defense resulting from injury, death, or property damage, sustained by or cause by the hunter. I understand that in the event of a claim, I will assume full legal and financial responsibility and protect SWO and their affiliated landowners from all claims resulting from the invalidity of the above release of liability and hold harmless agreement.

_____ X _____
Parent/Guardian (please print name) Parent/Guardian Signature date

Pt/Gdn Street Address City/St/Zip (Tel #'s) Home/Business/Emergency

Witness: I, the host member of SWO, certify that I personally witnessed the signed of all signatures above.

_____ X _____
Members name (please print) Members signature date