

WAIVER AND RELEASE AGREEMENT

Please 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 Hunting and hiking, I agree to the following Waiver and Release:

I acknowledge that hunting and hiking has inherent risks, hazards, and dangers for anyone, that cannot be eliminated, particularly in a wilderness environment. I UNDERSTAND THAT THESE RISKS, HAZARDS, AND DANGERS INCLUDE WITHOUT LIMITATION:

1. The risk of handling firearms and being near others that have firearms in their possession;
2. The risk of injury from ammunition and shot from other guns;
3. Walking in rugged country, including encounters with wildlife, animals and insects, and other hunters;
4. Inclement weather conditions;
5. The risk of injury from riding on a bicycle, all-terrain vehicle (ATV) or any vehicle used off the paved road, or livestock.
6. The risk of injury from the use of tree stands.

I understand the risks, hazards, and dangers as described above and have had the opportunity to discuss them with **Roosevelt Elk Outfitters, LLC**. I understand that these activities may require good physical conditioning and a degree of skill and knowledge. I believe I have that good physical conditioning and the degree of skill and knowledge necessary for me to engage in these activities safely. I understand I have responsibilities. My participation in this activity is purely voluntary. No one is forcing me to participate and I elect to participate in spite of the risks. I AM VOLUNTARILY USING THE SERVICES OF **ROOSEVELT ELK OUTFITTERS, LLC** WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS, OR DEATH.

Lastly, I, for myself, my heirs, successors, executors, and subrogates, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, IDEMNIFY AND HOLD HARMLESS **Roosevelt Elk Outfitters, LLC**, their directors, officers, agents, employees, and volunteers from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorneys' fees) which are related to, NEGLIGENCE of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death, to me or my property as a result of my engaging in these activities or the use of these services, animals or equipment, whether such damage, loss, injury, paralysis, or death results from

negligence of **Roosevelt Elk Outfitters, LLC**, or from some other cause. I, for myself, my heirs, my successors, executors, and subrogates, further agree not to sue **Roosevelt Elk Outfitters, LLC** as a result of any injury, paralysis, or death suffered in connection with my use and participation in the activities of hunting and hiking.

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WIAVER AND RELEASE AGREEMENT.

Date: _____

Signature: _____

Print Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

If under eighteen years of age, parent, guardian, or custodian must sign the following indemnification.

IDEMNIFICATION

In consideration for the above minor being permitted by **Roosevelt Elk Outfitters, LLC** to participate in the activities of hunting and hiking which include, without limitation, the use of its services, animals and equipment, I agree to the following waiver, release, and indemnification.

The undersigned parent, guardian, or custodian of the above minor, for himself/herself and on behalf of said minor, hereby joins in the foregoing Waiver and Release and hereby stipulates and agrees to save and hold harmless, indemnify, and forever defend **Roosevelt Elk Outfitters, LLC**, their directors, officers, agents, employees, and volunteers from and against any claims, actions, demands, expenses, liabilities (including reasonable attorneys' fees), and NEGLIGENCE made or brought by said minor or by anyone on behalf of said minor, as a result of said minor's participation in the activities of hunting and hiking and his or her use of the property, animals, if any, and facilities of **Roosevelt Elk Outfitters, LLC**. I, for myself and on behalf of said minor, further agree not to sue **Roosevelt Elk Outfitters, LLC** as a result of any injury, paralysis or death that said minor suffers in connection with his/her participation in the activities of hunting and hiking.

Print Name of Minor: _____

Date: _____

Signature of Parent, Guardian or

Custodian of Minor: _____ Date: _____

Signature of Witness: _____ Date: _____