

# General Liability Release and Assumption of Risk Agreement

Name \_\_\_\_\_ Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_

In consideration of the opportunity to participate in STEEL FORK PHEASANTS, LLC'S Hunting and other activities ("hunting activities"), the forgoing herby represents and agrees to the following:

1. I understand that the hunting activities give rise to significant risk of personal injury and property damage, including but not limited to, the possibility of death, paralysis or other severe injury regardless of the skill, education and equipment of those involved in hunting activities. \_\_\_\_\_
2. I have had the opportunity to discuss risks associated with hunting activities with STEEL FORK PHEASANTS, LLC or other desired person and **I FREELY AND WILLINGLY ASSUME ANY AND ALL RISKS ASSOCIATED WITH HUNTING ACTIVITIES, WHETHER KNOWN OR UNKNOWN, AND WHETHER ARISING OUT OF MY OWN ACTION OR THE ACTIONS OF OTHERS, INCLUDING THE NEGLIGENT CONDUCT OF STEEL FORK PHEASANTS, LLC OTHER HUNTERS OR ANY GUIDE RETAINED BY MYSELF OR ANY OTHER HUNTERS.** \_\_\_\_\_
3. I will comply with all safety and participation rules provided by STEEL FORK PHEASANTS, LLC. I will also comply with all laws and regulations governing the hunting activities. I will immediately quit my hunting activities and notify a representative of STEEL FORK PHEASANTS, LLC in the event I or anyone I am aware of is disobeying any such rules, laws or regulations. In the event I am forced to quit hunting activities and it is proven that someone else without my involvement is violating the rules, laws or regulations, I understand STEEL FORK PHEASANTS, LLC will take appropriate actions and make appropriate adjustments to my fees. \_\_\_\_\_
4. I for myself and my heirs, spouse, children, legal representatives, personal representatives, successors and assigns, herby, forever and irrevocably, remise and release and discharge STEEL FORK PHEASANTS, LLC, its agents, insurers, attorneys, employees, directors, officers, legal representatives, Lessors, heirs, successors and assigns, from any and all claims, demands, compensation, interest, actions, rights and causes of action of whatsoever kind and nature, known or unknown, resulting from or in any way arising out of or by reason of, any and all known and unknown, foreseen and unforeseen, damages expenses, costs, losses, liabilities, claims, damage to property, bodily, personal and psychological injuries, and the consequences thereof, which they or any of them may now or hereafter have, resulting or which will or may result or arise out of, directly or indirectly, the hunting activities. \_\_\_\_\_
5. I understand that my Guide, if any, or other hunters or guides may have dogs involved in hunting activities. In the event I harm or injure a dog; I will be responsible for and shall pay upon demand any and all veterinarian bills associated with such injury. I agree and shall pay the sum of Five Thousand Dollars (\$5,000.00) to the owner of a dog that I cause injuries resulting in death or permanent disability of the hunting dog in addition to any veterinarian bills. \_\_\_\_\_
6. I also agree to defend, with counsel reasonably acceptable to STEEL FORK PHEASANTS, LLC, indemnify and hold harmless STEEL FORK PHEASANTS, LLC, it's Lessors, agents, employees, directors, officers, and shareholders of and from any and all claims, rights, causes of action and demands arising out of or resulting from any of my actions which lead to or are a contributing cause of any and all personal or property damage. \_\_\_\_\_
7. In the event I use a Guide, I acknowledge and agree that the use of the Guide is strictly an arrangement between the Guide and myself and that the Guide is not an agent, employee, or otherwise related to STEEL FORK PHEASANTS, LLC and I shall make no claim against STEEL FORK PHEASANTS, LLC based upon such allegations. \_\_\_\_\_
8. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their, respective officers, agents, directors, shareholders, heirs, legal representatives, personal representatives, successors, and assigns. \_\_\_\_\_
9. This Agreement contains the entire contract between the parties and no prior negotiations, discussions, representations, or communication between the parties shall be or is a part of this agreement. \_\_\_\_\_
10. In the event of a dispute arising out of this Agreement, the prevailing party shall be entitled to an award of attorney fees in addition to any other remedy. \_\_\_\_\_

**BY SIGNING BELOW, I AFFIRM THAT I HAVE READ AND UNDERSTAND THE ENTIRE CONTENTS OF THIS RELEASE AND ASSUMPTION OF THE RISK AGREEMENT.**

Participant

Age

Date

-Over-

# **MINOR RIDER TO RELEASE AND ASSUMPTION OF RISK AGREEMENT**

In the event the Participant is a minor, the undersigned represents that I have legal responsibility and authority for the minor and do hereby consent and agree on behalf of the minor that I and the minor shall be bound by the terms of this Agreement as if the minor was the signer of this Agreement. In the event I have misrepresented by authority or the minor's status, I agree to defend, with counsel reasonably acceptable to STEEL FORK PHEASANTS, LLC, indemnify and hold harmless STEEL FORK PHEASANTS, LLC and its Lessors, agents, employees, directors, officers, and shareholders, from any and all claims, causes of action, or demands arising out of or resulting from the minor's participation in the hunting activities. \_\_\_\_\_

**BY SIGNING BELOW, I AFFIRM THAT I HAVE READ AND UNDERSTAND THE ENTIRE CONTENTS OF THIS RELEASE AND ASSUMPTION OF RISK AGREEMENT.**

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Participants Legal Guardian Date