

Waiver and Release Agreement

Please read carefully before signing. This is a release of liability and waiver of certain legal rights.

In consideration for my being permitted to participate in the activities of Buffalo Creek Guide Service LLC. I agree to the following waiver and release.

I acknowledge that hunting and target shooting 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 ear damage from noise.
3. The risk of injury from ammunition and shot from other guns.
4. Walking in rugged country, including encounters with wildlife, animals and insects.
5. Inclement weather conditions.
6. The risk of falling while hunting in stands above ground level.
7. The risk of injury while riding on or being transported to a hunting location by an ATV or Motor vehicle.

For eye and ear protection, we recommend you use earplugs and protective eyeglasses. If you do not, you are doing so at your own choice. For protection while stand hunting we recommend the use of a safety belt.

I understand the risks, hazards and dangers as described above and have had the opportunity to discuss this with Buffalo Creek Guide Service, LLC. I understand that these activities may require good physical condition and degree of skill and knowledge. I believe I have that good physical conditioning and degree of skill and knowledge necessary for me to engage in these activities safely. I understand that 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 Buffalo Creek Guide Service, 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, exactors and subrogates, hereby knowingly and intentionally waive and release, indemnify and hold harmless Buffalo Creek Guide Service, LLC. Their owner, officers, agents, employee, volunteers and landowners from and against any and all claims, actions, causes of actions, liabilities, suites, expenses (including reasonable attorney' fees) which are related to arise out of, or are in any way connected with my participation in this activity including but not limited to, negligence of any kind of nature, whether foreseen or unforeseen, arising directly or indirectly out of nay 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 Buffalo Creek Guide Service, LLC or from some other cause. I, for myself, my heirs, my successor, executors and subrogates further agree not to sue Buffalo Creek Guide Service, LLC/Johnnie M Dale Jr. And Land Owners of property leased by Buffalo Creek Guide Service, LLC/Johnnie M Dale Jr. As a Result of any injury, paralysis or death suffered in connection with my use and participation in the activities of Buffalo Creek Guide Service, LLC.

I have carefully read clearly understand and voluntarily sign this waiver and release agreement.

Signature

Date

Printed Name

Date of Birth

Email Address

Mailing Address

City

State

Zip Code

Home Phone

Cell Phone