

## RELEASE OF LIABILITY, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

I, the undersigned, in consideration for allowing me to become a member of both American Wildlife Association (AWA) and Hunting Sports Plus (HSP), and also for allowing me to engage in hunting and shooting activities upon land owned by other parties that have made their land available to AWA/HSP members, agree to release AWA/HSP, 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 AWA/HSP 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 AWA/HSP 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, ground cracks, holes, swells, falling trees & branches, protruding tree roots, stumps, dead trees, unsafe deer stands, open wells, covered wells, 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 AWA/HSP land has ticks, and I am fully aware these ticks can infect me with Lyme disease. I understand the seriousness of Lyme disease. I will not hold HSP 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 my own negligence will be the only reason I could sustain injury or loss. I assume full responsibility for staying away from obvious hazards, and all objects that could harm me, whether natural or man made, 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 landowner 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 hazardous conditions may exist. I am willing to assume all of these risks, and hold only myself responsible if I sustain injury, death or property loss, or I cause the injury, death or property loss of someone else.

I have willingly agreed to release AWA/HSP 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 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 understand I am giving up important rights by contractually agreeing to not sue or make claim against AWA/HSP 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 and shoot, where I would not be required to sign this release of liability, but I have freely chosen to hunt and shoot at the places where this release is required.

### Rules of conduct agreed to by member

1. I agree that my guests and I will not arrive at any AWA/HSP leased property, under the influence of alcohol. We will wait at least 2 hours for each drink consumed (maximum 8 hours), before we enter the property, and we will never consume any form of alcohol while on club property.
2. I agree to not discard any trash on any AWA/HSP property, including all food wrappers, sacks, containers, cans, bottles. I will pick up all spent shells I can find. Everything carried onto the property by me and my guests, shall also be carried off by us, when we leave.
3. I agree to never enter any AWA/HSP property, for any purpose, unless I have first made a reservation with the AWA/HSP office, and received approval to hunt all game I want to hunt, and other activities I want to engage in., including hanging deer stands, camping, fishing. I will not engage in any unapproved activities.
4. I agree never to loan my HSP ID, book, or online AWA Reservation password to any other person. I will report any lost materials to AWA/HSP immediately.
5. I agree to provide AWA/HSP with a complete and accurate harvest report within 48 hours after each and every day of hunting or fishing reserved.
6. I agree to notify AWA/HSP before 8:30 AM if I do not intend to use land reserved, unless the decision to not use the land is determined in route to the land, in which case, I will notify club of my non use, immediately upon deciding to not use the property. I will pay all fees due if I fail to cancel before deadline.
7. I agree to not take any person to club property, unless I first receive club approval, and I obtain their signature on the AWA/HSP hold harmless agreement.
8. I agree to follow any special requests made by landowners which are shown on their property description page, or which I am told about.
9. I agree to always display my AWA/HSP vehicle identification tag by hanging on the rear view bracket whenever parked on or near club property.
10. I agree to read the AWA/HSP member notebook rule section completely, and call the office for clarification of any questions before I make any reservations.
11. I agree to make sure that all of my guests, know and follow all AWA/HSP rules, and if they violate these rules, I will immediately terminate the reservation, stop further use of the property, leave the premises, and promptly report the violation to AWA/HSP with my harvest report.
12. I agree to never accept any form of compensation for professional guide services on land leased by AWA/HSP.
13. I agree to pay \$1000.00 a day to AWA/HSP for all unauthorized use of their land. I will not hunt, fish, lease, rent or attempt to lease directly or indirectly, any land which AWA/HSP has/had leased, while I am/was a member until at least 5 years has elapsed, after the expiration of the last AWA/HSP lease, without prior authorization from AWA/HSP. I know they do try to recover lost leases. My interference will jeopardize their ability to release, causing HSP damages.
14. I agree to never drive on club land without prior permission from AWA/HSP. I'll only drive on established roads, when dry, never when wet if ruts will be made.
15. I agree to pay any fees due AWA/HSP on the day reservations are made, before the date reserved, unless a credit card is provided or credit approved.
16. I agree I will not be on any property before 12:01 AM or depart after 11:59 PM of the date reserved, without prior phone approval from the HSP office.
17. I agree to not restrict or restrain AWA or HSP from unlimited promotional use of all photos and film of hunters and game seen and taken from club property.
18. I agree my guests and I will only use equipment which we personally own, are familiar with, know how to use, and trust completely.
19. I agree my guests and I will never use any equipment we find on any property, including tree stands, ladders, blinds, steps, climbing devices, etc., as it is assumed they are unsafe, and of unknown condition. Any tree we choose to climb, is dangerous and will be our choice, and completely at our own risk.
20. I agree my guests and I will never climb up or down any ladder, stand, or tree without a safety harness attached, to prevent serious injury in case we fall.

I have completely read this agreement, I understand it thoroughly, I fully agree with its content, and warning of potential hazards which may result from my physical presence upon land owned by parties to whom I have been referred by AWA/HSP, for the purpose of hunting and fishing. I agree to release from liability, AWA/HSP 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.

I also agree that I have been given the right to seek an attorneys 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 attorneys counsel is not necessary. I know attorneys should be consulted before contracts are signed, and this is a contract.

X  
Member Signature

/ /  
Date Signed

\_\_\_\_\_  
PRINT Member Name

/ /  
BIRTHDATE Member # wp:mbragree.209