

MUSKINGUM COUNTRY OUTFITTERS, LTD.

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 hunting, I agree to the following Waiver and Release:

I acknowledge that hunting 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;
- 4) Inclement weather conditions;
- 5) The risk of injury from riding on an all terrain vehicle (ATV) or any vehicle used off the paved road; and
- 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 Muskingum Country Outfitters, Ltd. and Douglas M. Buzard. 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 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 MUSKINGUM COUNTRY OUTFITTERS, LTD. AND DOUGLAS M. BUZARD 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 subrogees, hereby KNOWINGLY AND INTENTIONALLY WAIVER AND RELEASE, INDEMNIFY AND HOLD HARMLESS MUSKINGUM COUNTRY OUTFITTERS, LTD. AND DOUGLAS M. BUZARD, 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, arise out of, or are in any way connected with my participation in this activity including, but not limited 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 Muskingum County Outfitters, Ltd. and/or Douglas M. Buzard or from some other cause. I, for myself, my heirs, my successors, executors, and subrogees, further agree not to sue Muskingum County Outfitters, Ltd. and Douglas M. Buzard as a result of any injury, paralysis, or death suffered in connection with my use and participation in the activity of hunting.

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER 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:

INDEMNIFICATION

In consideration for the above minor being permitted by _____ (Parent or Guardian) to participate in the activities of hunting 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 Muskingum Country Outfitters, Ltd. and Douglas M. Buzard, 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 his or her use of the property, animals, if any, and facilities of Muskingum Country Outfitters, Ltd. and Douglas M. Buzard. I, for myself and on behalf of said minor, further agree not to sue Muskingum Country Outfitters, Ltd. and Douglas M. Buzard as a result of any injury, paralysis or death that said minor suffers in connection with his or her participation in the activities of hunting.

Date

Signature of Parent, Guardian or Custodian of Minor

Print Name of Parent, Guardian or Custodian of Minor

Print Name of Minor

Date

Witness

Print Name of Witness