

RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In consideration of participating in hunting activities, and for other good and valuable consideration, I hereby agree to waive, release and discharge from any and all liability arising from negligence or malfeasance MAXXED OUT GUIDES, LLC, and its OWNERS, ALL GUIDES, ALL LANDOWNERS, LEASE HOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, VOLUNTEERS, PARTICIPANTS, and ALL OTHER PERSONS OR ENTITIES acting for them (hereinafter referred to as "Releasees"), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, and also agree as follows:

1. I acknowledge that hunting activities involve known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to qualities of the activity.
2. I expressly accept and assume any and all the risks inherent in this activity or that might have been caused by the negligence or malfeasance of the Releasees. My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation.
3. I hereby voluntarily waive any claim, release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity, or my use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct. Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold harmless for all such fees and costs.
4. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume-and bear the costs of-all risks that may be created, directly or indirectly, by any such condition.
5. In the event that I file a lawsuit, I agree to do so solely in the state where Releasees facility is located, and I further agree that the substantive law of that state shall apply.
6. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

ADDITIONAL TERMS AND CONDITIONS

All deposits and payments are non-refundable. If you cancel your trip, we will apply any deposits paid as credit to a future trip, as long as you give us notice 30 days prior to your scheduled trip. If we cancel your trip due to dangerous weather conditions, we will reschedule your trip.

WHAT TO EXPECT:

All of Maxxed Out Guides, LLC hunts are fair chase and these are wild animals, which mean there are no guarantees. There are many factors outside of our control that will affect our trips for good or bad every day of the season. We are committed to providing you with the best hunt we can. Limits do not happen every day of the season, but your guide will always be professional, keep a positive attitude, and will provide all knowledge and equipment necessary for a safe and enjoyable trip.

WHAT WE EXPECT FROM YOU:

We expect you to have a positive attitude, follow our rules, and conduct yourself in a safe manner at all times. We also expect that you will treat your guide the same as you would any other member of your hunting group.

By signing this document, I agree that if I am hurt or my property is damaged during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against any and all the parties being released on the basis of any claim for negligence.

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain. I have read and understand this document and I agree to be bound by its terms.

Please write legibly and fill out the form below completely. Please give it to your guide on the evening before or the morning of your first day of hunting along with the total balance due for your hunting party.

SIGNATURE _____ PRINT NAME _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

TELEPHONE(_____)_____ DATE_____

**PARENT OR GUARDIAN ADDITIONAL AGREEMENT
(MUST COMPLETE IF PARTICIPANT IS UNDER AGE 18)**

In consideration of _____(print minors name) being permitted to participate in this activity, I further agree to indemnify and hold harmless Releases' from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor.

Parent or Guardian_____Print Name_____

Date_____