

Swamp Nasty Outfitters

RELEASE OF ALL CLAIMS AND COVENANT NOT TO SUE

Swamp Nasty Outfitters the receipt and sufficiency of which is hereby acknowledged, the Undersigned has remised, released, and forever discharged, and by these presents does, for himself and for his heirs, executors, administrators and assigns, hereby remise, release and forever discharge Swamp Nasty Outfitters, its officers, owners, directors, shareholders, their respective heirs, executors, administrators, agents, successors and/or assigns, and all other persons, patrons, sponsors, supporters, volunteers, employees, firms or corporations (hereinafter referred to as the "Released Parties") who are or might be liable, of and from any and all claims, demands, rights, causes of action, actions, damages, costs, expenses and compensation, of whatever kind or character, arising from or by reason of any and all known or unknown foreseen, bodily or personal injury, loss and damage to property, wrongful death, and the consequences thereof, resulting from, any occurrence or casualty while participating in a hunting trip with Swamp Nasty Outfitters FOR FURTHER CONSIDERATION, receipt of which is hereby acknowledged, the undersigned covenants for himself, his respective heirs, legal representatives, and assigns, to irrevocably bind himself to refrain from making any claim or demand, or to commence, cause or permit to be prosecuted any action in law or equity against the Released Parties or any other person, firm of entity claiming by or through them, on account of any occurrence or casualty while participating in a hunting trip with Swamp Nasty Outfitters.

The Undersigned expressly agrees that this instrument may be treated as a defense to any action or proceeding that may be brought, instituted, or taken by the undersigned or in his behalf, and shall forever be a complete bar to the commencement or prosecution of any action or proceeding whatsoever against the Released Parties or any other person, entity or firm claiming by or through the Undersigned. The indemnity agreement hereinbefore set out is clearly intended to include all expenses of litigation, costs, attorney's fees and any other expenses related to said occurrence or casualty.

The Undersigned, for himself and for his heirs, executors, administrators and assigns, does hereby covenant and agree with each of the Released Parties to indemnify and save harmless the Released Parties and their respective heirs, administrators, executors, agents, insurers, transferees and assigns, from any and every claim or demand of every kind or character henceforth made or asserted by any person, firm or corporation on account of or in any way growing out of any and all injuries and damages to or sustained by the Undersigned as a result of said occurrence or casualty.

The Undersigned hereby represents, declares, and agrees that he is over the age of eighteen years and legally competent to execute this Agreement and that the terms of this Agreement have been completely and carefully read and are fully understood. As used herein, the singular number shall include the plural, the plural the singular and the use of the masculine, the feminine, and the neutral gender shall include all genders, as the context may require. Invalidation of any one or more of the provisions of the Agreement shall in no way affect any of the other provisions hereof, which shall remain in full force and effect. Neither this Agreement nor any term, in no way affect any of the other provisions hereof, which shall remain in full force and effect. Neither this Agreement nor any other term, condition, covenant, or agreement, hereof may be changed, waived, discharged, or terminated orally but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharged, or termination is sought. The Undersigned further states that this Agreement contains the entire agreement between the parties hereto, and the terms of this release are contractual and not a mere recital, and that the Undersigned signs the name as his own free act and deed.

I release all liability, hold harmless and covenant not to sue the parties specified below, for any or all damage to property, personal injury or death I may sustain a consequence of my participation in this event or practice preceding the event. Protected Parties include: Owners of Swamp Nasty Outfitters, and any Employees or agent of them and, any landowner or persons in possession of land upon which I hunt or fish.

I understand and acknowledge that the activity I am about to voluntarily engage in as a participant and/or volunteer bears certain known risks and unanticipated risks which could result in injury, death, illness or disease, physical or mental, or damage to myself, to my

property or to spectators or other third parties. The following describes some, but not all of those risks. Risks include, but are not limited to: death, drowning, bodily injury, sunburn, animal bites, and other harm, which may be encountered in participating: guided and unguided fishing, encounters with wildlife, camping, guide error, travel and those activities associated therewith.

Being aware that this activity entails known and unknown risks of injury to myself and a risk of injury to spectators or other third parties as a result of my actions, I expressly agree, and promise to accept and assume all responsibilities and risk of injury, death, illness or disease, or damage to myself, to others, or to my property, arising from my participation in this activity. 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 understand the risks inherent with Travel and Recreational Firearms Shooting, Hunting, Fishing and Boating, and by my signature release the Released Parties from any liability for incidents or injury incurred while on a hunting trip with Swamp Nasty Outfitters.

NOTE! Dove hunters, You will be required to pick up all trash from field including: Empty hulls, water bottles, empty shell boxes, etc. Your cooperation helps make this possible for us, as well as you. There will be a \$20 charge per hunter for leaving trash in the fields.

Dated and signed this _____ day of _____,

Client's Printed Name

Client's Signature

Client's Fishing or Hunting License Number