

Waiver/Release

OPERATION PATRIOTS FOB WAIVER AND RELEASE OF LIABILITY READ BEFORE SIGNING

In consideration of being allowed to participate in any way in Operation Patriots FOB, events and activities, the undersigned acknowledges, appreciates, and agrees that:

1. The risk of injury from hunting, shooting and other known and unknown events and activities and/or the use of the related buildings, structures, equipment, automobiles, firearms, weapons, ATV's, boats, tree stands, roads, bodies of water, land and all other real and personal property whether owned by hunt club or others is significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,

2. I acknowledge and agree that the use of firearms and other weapons by myself or others on club premises or otherwise are inherently dangerous and high-risk activities whether such firearms or weapons are discharged by myself or others; and

3. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,

4. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,

5. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS Operation Patriots FOB, Inc, its officers, directors, officials, agents, employees, volunteers, members, guests, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of real property and personal property used to conduct the events and activities ("RELEASEES"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW.

6. Waiver and release of claims. No drivers under the age of 18 years will be permitted to drive or operate any ATV/UTV(s). I, the undersigned on behalf of myself, my spouse (if any), my child, any minor for whom I am guardian, my heirs and successors in interest, now and forever waive, release and discharge Operation Patriots FOB, Inc. its members, managers, directors, officers, employees, agents, successors and assigns from any and all claims, demands, losses, expenses, damages, liabilities, actions, causes of action of any nature, including but not limited to personal injury, wrongful death and property damage, that in any manner arise from or relate to the rental, use and/or operation, condition or possession of any Operation Patriots FOB, Inc owned ATV/UTV and any other ATV/UTV or other equipment received and/or obtained from Operation Patriots FOB, Inc. This waiver and release extend to and includes any and all claims, liabilities, injuries, damages, and causes of action that the parties do not presently anticipate, know, or suspect to exist, but that may develop, accrue, or be discovered in the future.

7. Indemnification. The undersigned shall indemnify, defend (by counsel reasonably acceptable to Operation Patriots FOB, Inc., protect and hold Operation Patriots FOB, Inc. its members, managers, directors, officers, employees, agents, successors and assigns, free and harmless from and against any and all claims, liabilities, penalties, losses, or expenses(including attorney's fees) for death of or injury to any person or damage to any property whatsoever arising from or caused in whole or in part, directly or indirectly, from the rental, use and/or operation, condition or possession of the above referenced ATV/UTV(s) or any other ATV/UTV related other equipment received or obtained from Operation Patriots FOB, Inc. The undersigned likewise shall indemnify Operation Patriots FOB, Inc. its members, managers, directors, officers, employees, agents, successors and assigns against any losses, costs, or expenses, including attorney's fees, resulting from a breach of this agreement.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND IT'S TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGNING IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Name _____ Email _____

Signature _____ Date _____