

## Diamond Creek Outfitters Hunting Waiver & Release of Liability

Name \_\_\_\_\_, Address \_\_\_\_\_, Phone # \_\_\_\_\_

### **PLEASE READ THE FOLLOWING:**

I understand that during my participation in Diamond Creek Outfitters LLC, I may be exposed to a variety of hazards and risks, foreseen and unforeseen, which are inherent in each outing and cannot be eliminated without destroying the unique character of Diamond Creek Outfitters LLC. These inherent risks include, but are not limited to, the dangers of serious personal injury, property damage, and death ("Injuries and Damages") and Diamond Creek Outfitters LLC, has not tried to contradict or minimize my understanding of these risks. I know that Injuries and Damages can occur by natural causes or activities of other persons, animals, members, the landowner and its members, or third parties, either as a result of negligence or because of other reasons. I further understand that I should be aware of the risks associated with animals both wild and domesticated. I understand that risks of such Injuries and Damages are involved in recreational activities such as those provided by Diamond Creek Outfitters LLC and I appreciate that I may have to exercise extra care for myself, my family members and my guests as well as others around me in the face of such hazards. I further understand that there may not be rescue or medical facilities or expertise necessary to deal with the Injuries and Damages to which I may be exposed on the premises leased, owned or accessed by or through my participation in Diamond Creek Outfitters LLC. In consideration for my acceptance as a guest of Diamond Creek Outfitters LLC and the services and amenities to be provided by Diamond Creek Outfitters LLC in connection with the guest status, I confirm my understanding that:

➤ I have read any rules and conditions applicable to Diamond Creek Outfitters LLC made available to me; I will pay any costs and fees for my participation in Diamond Creek Outfitters LLC; and I acknowledge my participation is at the discretion of the owners of Diamond Creek Outfitters LLC.

➤ This Agreement is intended to be as broad and inclusive as is permitted by law. If any provision or any part of any provision of this Agreement is held to be invalid or legally unenforceable for any reason, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

➤ To the fullest extent allowed by law, I agree to **WAIVE, DISCHARGE CLAIMS, AND RELEASE FROM ALL LIABILITY** Diamond Creek Outfitters LLC and the Landowner, From **any and all liability** on account of, or in any way resulting from Injuries and Damages, even if caused by negligence of Diamond Creek Outfitters LLC or the negligence of the Landowner, I further agree to **HOLD HARMLESS** Diamond Creek Outfitters LLC and the Landowner, from any claims, damages, injuries or losses caused by my own negligence while a participant in Diamond Creek Outfitters LLC. I understand and intend that this assumption of risk and release is binding upon my heirs, executors, administrators and assigns, and includes any minors and/or guests accompanying me in activities associated with Diamond Creek Outfitters LLC.

➤ I have read this document in its entirety and I freely and voluntarily assume all risks of such Injuries and Damages and notwithstanding such risks, I agree to participate in Bluestem Waterfowl LLC.

**I HAVE READ, I UNDERSTAND, AND I AGREE TO THE Diamond Creek Outfitters, LLC RULES OF CONDUCT.**

Today's Date \_\_\_\_\_

Signature \_\_\_\_\_

**SIGNATURE OF PARENT/GUARDIAN FOR MINOR:** If you are a minor (under age 18), your parent or legal guardian must sign this Agreement on your behalf. I hereby agree and consent to the foregoing Agreement on behalf of the minor below:

MINOR NAME: \_\_\_\_\_

MINOR DOB: \_\_\_\_\_

Today's Date: \_\_\_\_\_

Signature Of Parent/Gaurdian For Minor: \_\_\_\_\_

