

BLACK MOUNTAIN HUNTING CLUB

Acknowledgement of Hunting Party Responsibility, Express Assumption of Risk, and Release of Liability

I understand that during my participation in this Hunt I may be exposed to a variety of hazards and risks, foreseen or unforeseen which are inherent in each Hunt and cannot be eliminated without destroying the unique character of the Hunt. These inherent risks include, but are not limited to, the dangers of serious personal injury, property damage, and death (Injuries and Damages”) from exposure to the hazards of travel and/or firearm related incidents and the Black Mountain Outfitters 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, trip members, guides, assistants, or third parties, either as a result of negligence or because of other reasons. I understand that risks of such injuries and damages are involved in adventure travel such as Black Mountain Outfitters Hunts and I appreciate that I may have to exercise extra care for my own person and for others around me in the face of such hazards. I further understand that on this Hunt there may not be rescue or medical facilities of expertise necessary to deal with the injuries and damages to which I may be exposed.

In consideration for my acceptance as a participant on the Hunt, and the services and amenities to be provided by Black Mountain Hunting Club in connection with the Hunt, I confirm my understanding that:

- I have read any rules and conditions applicable to the Hunt made available to me; I will pay any costs and fees for the hunt; and I acknowledge my participation is at the discretion of the hunt club operator.
- The Hunt officially begins and ends at the location(s) designated by Black Mountain Hunting Club. The Hunt does not include carpooling, transportation, or transit to and from the disclosed location, and I am personally responsible for all risks associated with this travel. This does not apply to transportation provided by Black Mountain Hunting Club during the Hunt.
- 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 the 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 LIABILITY** Black Mountain Hunt Club, its officers, directors, employees, agents, and guides from **any and all liability** on account of, or in any way resulting from Injuries and Damages, even if caused by negligence of Black Mountain Hunting Club, its officers, directors, employees, agents, and guides, in any way connected with this Hunt. I further agree to **HOLD HARMLESS** Black Mountain Hunting Club, its officers, directors, employees, agents, and guides from any claims, damages, injuries or losses caused by my own negligence while a participant on the Hunt. I understand and intend that this assumption of risk and release is binding upon my heirs, executors, administrators and assigns, and includes any minors accompanying me on the hunt.
- All children under 18 must be accompanied by parent or legal guardian on all youth hunts.
- While hunting on club properties all hunters **must wear blaze orange**.
- All memberships include privileges to family and all other invited guests (**all guests must sign release of liability form**).
- 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 the Hunt.

Name: _____

Signed: _____

Date: _____

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(s) below.

Name and Age of Minor: _____

Name and Age of Minor: _____

Name and Age of Minor: _____

(Please Print)

(Age)

Signature of Parent or Guardian: _____

Date: _____