

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

NAME OF RELEASEE(S): **BIRD HUNTERS UNITED, LLC**

NAME OF FIELD TRIAL/EVENT: _____

LOCATION OF FIELD TRIAL/EVENT: _____

IN CONSIDERATION of being permitted to enter for any purpose any Restricted Area (herein defined as including, but not limited to, the field trial area, competition area, viewing tower, viewing areas, participant blind(s), areas reserved and intended for participants or restricted to the general public, and all walkways, concessions and other areas appurtenant to any area where any activity related to the event shall take place) or being permitted to compete, judge, observe, work for, or for any purpose participate in any way in the event, each of the undersigned, for themselves, their personal representatives, heirs, and next of kin, acknowledges, agrees and represents as follows:

1. That they have, or will immediately upon entering any of such restricted areas, and will continuously thereafter, inspect such restricted areas and all portions thereof in which they enter and with which they come in contact, and each of the undersigned do further warrant that their entry upon such restricted area or areas and their participation, if any, in the event constitutes an acknowledgment that they have inspected such restricted area and that they find and accept the same as being safe and reasonably suited for the purposes of any such use; and the undersigned, and each of them, do further agree and warrant that if, at any time, they are in or about restricted areas and feel anything to be unsafe, that they will immediately advise the officials of such competition or event and will leave the restricted and/or unsafe area.

2. The undersigned (and each of them) hereby releases, waives, discharges and covenants not to sue the above-named releasee(s), participants, sanctioning organization or any subdivision thereof, field trial committee, permitting authority, field operators or owners, judges, any persons in any restricted area, promoters, sponsors, advertisers, owners and lessees of premises used to conduct the event and each of them, their officers and employees, successors and assigns - all being collectively referred to herein as "releasees", from all liability to the undersigned, their personal representatives, assigns, heirs, and next of kin for any liability, damages, loss, claims, demands and actions on account of injury to the undersigned person or persons or their property or resulting in death of the undersigned, whether caused by the negligence of the releasees or whether based upon, or claimed to be based upon statutory, contractual, tort, or other liability or by any other persons, and whether or not caused or claimed to have been caused by active or inactive negligence or other claimed breach of duty of the releasees, or otherwise, while the undersigned is in or upon the restricted area, and/or competing, officiating in, observing, working for, or for any purpose participating in the event.

3. The undersigned (and each of them) hereby agrees to indemnify and save and hold harmless the release(s) and each of them from any loss, liability, damage or cost they may incur due to the presence of the undersigned in or upon the restricted area or in any way competing,

