

2018
WHITE TIPPED DOVE, LLC
RELEASE OF LIABILITY AND
ACKNOWLEDGMENT AND ACCEPTANCE
OF DANGERS, RISKS, AND HAZARDS
OF DOVE HUNTING

I ACKNOWLEDGE THE HAZARDS AND RISKS INCIDENT TO DOVE HUNTING AND WISH TO ASSUME ALL LIABILITY. I HAVE BEEN PROVIDED ADMONISHMENTS REGARDING ALLOWED HUNTING WEAPONS, METHODS, THE AREA IN WHICH I AM PERMITTED TO HUNT, AND MY RESPONSIBILITY FOR CHILDREN ACCOMPANYING ME. AS USED IN THIS RELEASE, THE TERMS, I, ME, MY PERSON, THE UNDERSIGNED AND MYSELF INCLUDE MINORS AND OTHERS IN MY CARE WHILE ON THE LEASED PREMISES.

I hereby acknowledge that I have knowingly and willingly agreed to hunt on land as permitted by the landowners. I further acknowledge and understand that NO WARRANTY, EITHER EXPRESS OR IMPLIED, is made by the Landowner or anyone else as to the condition of (i) the property, real and/or personal on which I am hunting (hereafter the hunting land) or (ii) any roads, buildings, gates or other improvements, or facilities located on the hunting land. By executing this Release of Liability and Acknowledgment and Acceptance of Dangers, Risks, and Hazards of Hunting (this "Release and Acknowledgment"), the undersigned hereby expressly acknowledges and agrees that: (i) this document constitutes sufficient warning that dangerous conditions, risks and hazards do exist on the hunting land; (ii) the undersigned's presence and activities on the hunting land expose both me and my property to dangerous conditions, risks and hazards, including, but not limited to: poisonous snakes, insects, and spiders; the perils associated with dove hunting in close proximity to other hunters; the dangers associated with the hunting camp or ranch facilities, such as fire and electrical shock, whether or not the facilities were constructed or maintained by Landowner; erosion and general condition of the land, both on and off roadways or senderos, creating rough, hazardous and dangerous driving or walking conditions; animals both wild and domestic that may be diseased and/or otherwise potentially dangerous; deep and/or rapidly moving water; persons with firearms both on or off the hunting land; unpredictable weather conditions; and use of vehicles. I hereby state that I expressly assume all such dangers, risks and hazards.

IN CONSIDERATION FOR THE RIGHT TO OBSERVE OR PARTICIPATE IN THE DOVE HUNT, I HEREBY RELEASE AND AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS WHITE TIPPED DOVE, LLC (dba White Wing Fields); (i) THEIR AGENTS, EMPLOYEES, SERVANTS AND ALL PERSONS, NATURAL OR CORPORATE, IN PRIVACY WITH THEM, THE LANDOWNER, HUNTING GUIDES, VOLUNTEERS, AND ALL OTHER PERSONS ASSOCIATED WITH THIS EVENT; (ii) THE OWNER OF ANY FEE SIMPLE INTEREST OR SUPERIOR LEASEHOLD ESTATE IN AND TO THE REAL AND PERSONAL PROPERTY OF WHICH THE HUNTING LAND ARE CONSTITUTED, (iii) ANY OTHER THIRD PARTY WHO HAS A POSSESSORY INTEREST IN AND TO, OR THE RIGHT TO OTHERWISE OCCUPY OR USE THE REAL AND PERSONAL PROPERTY OF WHICH THE HUNTING LAND ARE CONSTITUTED, INCLUDING WITHOUT LIMITATION, ANY LESSEE OR LICENSEE THEREOF, AND SPECIFICALLY INCLUDING, WITHOUT LIMITATION, ANY THIRD PARTY WHO IS ENTITLED TO

GRAZE DOMESTIC LIVESTOCK OR CULTIVATE CROPS ON THE HUNTING LAND, AND (iv) EACH OF THE FOREGOING RESPECTIVE AGENTS, (ALL THOSE PARTIES REFERENCED IN (i) THROUGH (iv), INCLUSIVE, BEING HEREIN COLLECTIVELY CALLED THE "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, LIABILITIES AND DAMAGES, INCLUDING ATTORNEY'S FEES AND COURT COSTS, RESULTING FROM DOVE HUNTING OR ANY FACTS OR CIRCUMSTANCES, ACCIDENT, INCIDENT OR OCCURRENCE ARISING OUT OF, INCIDENTAL TO OR IN ANY WAY RESULTING FROM THE USE OF THE HUNTING LAND AND ALL IMPROVEMENTS THEREON BY THE UNDERSIGNED, WHETHER OR NOT CAUSED BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY ONE OR MORE OF THE INDEMNIFIED PARTIES. I HEREBY FURTHER COVENANT AND AGREE THAT I, AND ON BEHALF OF MYSELF AND MY ESTATE, COVENANT THAT MY HEIRS, SUCCESSORS AND ASSIGNS, WILL NOT MAKE ANY CLAIM OR INSTITUTE ANY SUIT OR ACTION, AT LAW OR IN EQUITY AGAINST ANY OF THE INDEMNIFIED PARTIES ON MY BEHALF, OTHERS, OR FOR THE MINORS UNDER MY SUPERVISION.

THE UNDERSIGNED FURTHER ACKNOWLEDGES THAT NONE OF THE INDEMNIFIED PARTIES HAVE MADE ANY WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, IN REGARD TO THE DOVE HUNT OR THE LAND, AND THE UNDERSIGNED HEREBY SPECIFICALLY DISCLAIMS AND WAIVES ANY AND ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF HABITABILITY OF FITNESS FOR A PARTICULAR PURPOSE IN REGARD TO THE CONDITION OF THE HUNTING LAND.

Dated and signed this ____ day of _____, 2018.

Hunter's Signature

Print Hunter's Name

Hunter's Address:

Hunter's Phone Number(s):

List Names of All Minors and Age in ()

