

# RELEASE OF LIABILITY, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

I, the undersigned, in consideration for allowing me to become a member of Big Red Outdoors (BRO), and also for allowing me to engage in hunting and shooting activities upon land owned by other parties that have made their land available to BRO members, agree to release BRO, and all said landowners from all liability for any injury to me, regardless of the severity or manner in which the injury is sustained, and also I agree to waive all rights to make any claim against BRO or the landowners they refer me to, for any property damage or loss which I sustain.

I am fully aware that hunting and shooting guns and bows are very dangerous and hazardous sports which contain inherent risks, including, but not limited to the risk of personal injury, including catastrophic injury, death or property damage. If I sustain injury or loss while on the above property, resulting from gunfire or arrows, whether fired by myself or other people, who I may or may not know, who they are or where they are, I agree to release BRO and the landowners from all liability. Furthermore, I am aware that there are many other ways in which I can be injured or suffer property damage, while on the landowner's property, and I assume full responsibility for my actions which may result in injury, death or property loss or damage.

I am aware of injuries, death and property damage which can result from tripping, stumbling, falling, slipping, and climbing, resulting from my own negligence, and lack of skill in moving and observing variations in terrain and weather conditions; or, surface or subsurface snow, ice, ruts, bumps, ground cracks, holes, swells, falling trees and branches, protruding tree roots, stumps, dead trees, unsafe deer stands, open wells, covered wells, steep banks, ditches, gullies, cliffs, electric fence, barbed wire fence, snakes, ticks, spiders, mosquitoes, parasites, bacteria, viruses, microorganisms, insects, ponds, rivers, creeks, roads, livestock, aggressive animals, and all similar things whether or not mentioned. All BRO land has ticks, and I am fully aware these ticks can infect me with Lyme disease. I understand the seriousness of Lyme disease. I will not hold BRO or the landowner responsible for any injury or damage I sustain from anything mentioned above since I fully agree that I am aware of the potential hazards, and my own negligence will be the only reason I could sustain injury or loss. I assume full responsibility for staying away from obvious hazards, and all objects that could harm me, whether natural or manmade, which are incidental to operation of a hunting preserve, farm or unattended country property.

I understand there will be other people in the same vicinity where I will be, even though I won't be able to see them, they will have guns and bows, and be shooting and hunting. I understand that I may be shot by someone else, and if I am, I agree to waive my rights to recover damages from the landowner upon whose land I am on, and confine my damage recovery action to the individual that shot the bullet or arrow.

I am fully aware of the danger to my person and property, resulting from my presence in an area where hazardous conditions may exist. I am willing to assume all of these risks, and hold only myself responsible if I sustain injury, death or property loss, or I cause the injury, death or property loss of someone else.

I have willingly agreed to release BRO and the landowners they have referred me to, from all liability resulting from my actions, or the actions of other people, while I am on the landowner's property. I agree that it is not a necessity for me to hunt or shoot, and I do so voluntarily for my own personal pleasure and entertainment.

I understand I am giving up important rights by contractually agreeing to not sue or make claim against BRO and their affiliated landowners upon whose land I may be injured, killed or suffer property damage resulting from numerous hazards which may or may not involve guns or bows. I understand there are many other places where I am free to hunt and shoot, where I would not be required to sign this release of liability; but I have freely chosen to hunt and shoot at the places where this release is required.

## Rules of Conduct agreed to by member

- I agree that my guests and I will not arrive on any BRO leased property, under the influence of alcohol. We will wait at least 2 hours for each drink consumed (maximum 8 hours), before we enter the property, and we will never consume any form of alcohol while on club property.
- I agree to not discard any trash on any BRO property, including food wrappers, sacks, containers, cans, or bottles. I will pick up all spent shells I can find. Everything carried onto the property by me and my guests shall also be carried off by us, when we leave.
- I agree to never enter any BRO property, for any purpose, unless I have first made a reservation with BRO office, and received approval to hunt all game I want to hunt, and other activities I want to engage in; including hanging deer stands, camping or fishing. I will not engage in any unapproved activities.
- I agree never to loan my BRO ID or online reservation password to any other person. I will report any lost materials to BRO immediately.
- I agree to provide BRO with a complete and accurate harvest report within 48 hours after each and every day of hunting or fishing reserved.
- I agree to notify BRO before 8:30 AM if I do not intend to use land reserved, unless the decision to not use the land is determined en route to the land, in which case, I will notify club of my non use, immediately upon deciding to not use the property. I will pay all fees due if I fail to cancel before deadline.
- I agree to not take any person to club property, unless I first receive club approval, and I obtain their signature on the BRO hold harmless agreement.
- I agree to follow any special requests made by landowners which are shown on their property description page, or which I am told about.
- I agree to always display my BRO vehicle identification tag by hanging on the rearview mirror bracket whenever parked on or near club property.
- I agree to read the BRO Club Rules completely, and call the office for clarification of any questions before I make any reservations.
- I agree to make sure that all of my guests, know and follow all BRO rules, and if they violate these rules, I will immediately terminate the reservation, stop further use of the property, leave the premises, and promptly report the violation to BRO with my harvest report.
- I agree to never accept any form of compensation for professional guide services on land leased by BRO.
- I agree to pay \$1000.00 a day to BRO for all unauthorized use of their land. I will not hunt, fish, lease, rent or attempt to lease directly or indirectly, any land which BRO has/had leased, while I am/ was a member until at least 5 years has elapsed after the expiration of the last BRO lease, without prior authorization from BRO. I do know they try to recover lost leases. My interference will jeopardize their ability to re-lease, causing BRO damages.
- I agree to never drive on club land without prior permission from BRO. I'll only drive on established roads, when dry, never when wet if ruts will be made.
- I agree to pay any fees due BRO on the day reservations are made, before the date reserved unless a credit card is provided or credit approved.
- I agree I will not be on any property before 12:01AM or depart after 11:59 PM of the date reserved, without prior phone approval from the BRO office.
- I agree to not restrict or restrain BRO from unlimited promotional use of all photos and film of hunters and game seen and taken from club property.
- I agree my guests and I will only use equipment which we personally own, are familiar with, know how to use, and trust completely.
- I agree my guests and I will never use any equipment we find on any property, including tree stands, ladders, blinds, steps, climbing devices, etc as it is assumed they are unsafe, and of unknown condition. Any tree we choose to climb is dangerous and will be our choice and completely at our own risk.
- I agree my guests and I will never climb up or down any ladder, stand, or tree without a safety harness attached to prevent serious injury in case we fall.
- I agree that my membership begins during the month my application is received and renewal will be on the 1st day of my membership month the following year (i.e. I join March 10th, 2012 and my renewal date is March 1st, 2013).
- I agree that violations of any club rule, property warning or any state law/regulation while using Big Red Outdoors properties will result in a warning for the 1st violation and dismissal from the club, without reimbursement, for any 2nd violation. This is at the sole discretion of the club owner and membership may be terminated without a warning if the violation is of major proportion. (i.e. Driving around a property with your gun out the window)

I have completely read this agreement, I understand it thoroughly, I fully agree with its content, and warning of potential hazards which may result from my physical presence upon land owned by parties to whom I have been referred by BRO, for the purposes of hunting, fishing and other approved activities. I agree to release from liability, BRO and all said landowners, and to assume full responsibility for any injury, death or property damage which I may sustain or cause during my visit to their property.

I also agree that I have been given the right to seek an attorney's opinion before signing this agreement, and if I have not done so, it is because I have chosen not to do so, and nothing has been said to me verbally or implied in any way, that any attorney's counsel is not necessary. I know attorneys should be consulted before contracts are signed, and this is a contract.

X \_\_\_\_\_ / /  
Member Signature    Date Signed

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
PRINT Member Name    Birthdate

\_\_\_\_\_  
Address    City    State

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Phone #