

WAIVER, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT:

IMPORTANT: HUNTING AND SHOOTING IS A DANGEROUS ACTIVITY! YOU COULD BE SERIOUSLY INJURED OR KILLED FROM THE ACCIDENTAL OR IMPROPER DISCHARGE OF A FIREARM. VARYING TERRAIN, INCLUDING ROCKS, HOLES AND FENCES, ALSO PRESENT HAZARDOUS CONDITIONS.

THE FOLLOWING AFFECTS YOUR ABILITY TO SUE AND RECOVER DAMAGES FOR AN INJURY TO YOU OR A CHILD WITH YOU. YOU ARE EXPECTED TO HAVE READ IT AND AGREED WITH ITS TERMS PRIOR TO SIGNING IT.

1. Assumption of Risk. For valuable consideration and as part payment for the opportunity to use and participate in the activities, services, and properties supplied by LANDT FARMS SPORTING CLAYS, INC., I HEREBY PERSONALLY AND VOLUNTARILY ASSUME ALL RISKS of any nature, evident or non-evident, including but not limited to any injury, death, or other damages, to my person, spouse, property, heirs, representatives, successors, assigns, and any members of my family, including any minors accompanying me.
2. Release and Indemnity. I AGREE TO RELEASE AND INDEMNIFY LANDT FARMS SPORTING CLAYS, INC., its agents, employees, shareholders, directors, and officers, from all liability (including reasonable attorney's fees and costs of investigation), suits, and claims whatsoever, which I, my heirs, spouse, representatives, successors, assigns, and any member of my family may presently or hereinafter possess, whether or not due to any negligent acts incurred as a result of my participation and use, presently or in the future, of activities, services, and properties provided to me by LANDT FARMS SPORTING CLAYS, INC.
3. Representations and Warranties. I REPRESENT AND WARRANT that:
 - (a) I am of lawful age and legally competent to sign this affirmation and release;
 - (b) I have read this Agreement, and further understand that the terms herein are contractual and not a mere recital, and that I have signed this document as my own free act.
 - (c) I have read the safety rules; that I do understand them; that I have been given an opportunity to ask questions regarding them and that I do hereby agree to abide by them; and
 - (d) I am aware, cognizant, and acknowledge the inherent danger of handling and being in the presence of firearms, and that all activities, services, and properties provided to me by LANDT FARMS SPORTING CLAYS, INC., and by Sally A. Scott, George Tippner and their agents, involve dangerous and hazardous conditions, which may or may not be evident or directly affect the handling of a firearm, including but not limited to real property having varying and unknown terrain, fences and/or other fixtures to property of any type in all possible hazardous conditions as well as animals, including dogs, and that any or all of these and other conditions, either separately or together, create an environment inherently dangerous and hazardous, particularly combined with the use or presence of a firearm.
4. Term. The term of this Agreement is to continue until ten (10) days after express written notice is given by me to an authorized agent of LANDT FARMS SPORTING CLAYS, INC.

_____ I have read this Agreement DATED this _____ day of _____, 20_____

Name: _____ Signature: _____

(Please print clearly)

Address: _____ City, State, Zip: _____

Age: _____

In the event I am accompanied by any minor child/children, I hereby acknowledge and agree that all terms and conditions contained in this document, and for the considerations stated therein, shall be binding upon said child/children, and that LANDT FARMS SPORTING CLAYS, INC., its agents, employees, shareholders, directors, and officers shall be fully released and held harmless as a result in accordance with the above.

Dated this _____ day of _____, 20_____

Child's Name(s): _____ I have read this Agreement

Signature: _____ Signature: _____

(Father or Guardian)

(Mother or Guardian)

Address: _____ Address: _____
