

PARTICIPANT AGREEMENT, RELEASE, AND ACKNOWLEDGMENT OF RISK

In consideration of the services of K.C.'s Outfitting, Ken & Judy Holme, their agents, owners, officers, volunteers, participants, employees, lessors and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "KCsO", I hereby agree to release and discharge KCsO on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1] I acknowledge that hunting entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. Furthermore, KCsO and its guides have difficult jobs to perform. They seek safety, but are not infallible. They might be ignorant of a participant's fitness or abilities. They may give inadequate warnings or instructions, and the equipment being used may malfunction.

2] I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary and I elect to participate in spite of the risks.

3] I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless KCsO from any and all claims, demands, or causes of action, which are in any way connected with my participation this activity or my use of KCsO equipment or facilities, including any such claims which allege negligent acts or omissions of KCsO.

4] I further agree to relinquish and release all KCsO lessors, their officers, employees, and guests from all claims which the undersigned may have or hereafter accrue arising out of any occurrence upon or related to the premises of lessor upon which activity occurs.

5] Should KCsO or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

6] I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions, which would interfere with my safety in this activity, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.

7] I agree to use a full body harness when engaging in hunting activities using a tree stand. If I fail to use a full body harness I agree to accept full responsibility for any risk caused by such action, hereby releasing KCsO of any responsibility.

8] I agree to consume no alcohol between 4 A.M. and 10 P.M. on the days that I am hunting.

9] I agree that a wounded animal ends the hunt for that season.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in activity, I may be found by a court of law to have waived my right to maintain a lawsuit against KCsO on the basis of any claim from which I have released him or her herein.

I have had sufficient opportunity to read this entire document. I have read and understand it and I agree to be bound by its terms.

HUNTER'S TRAINING CERTIFICATE # _____ State _____

Signature of Participant: _____

Print Name: _____

Address: _____ ZIP _____

Phone: _____ Date: _____

DATE OF BIRTH _____ [see reverse for minor]