

**RELEASE OF LIABILITY AND WAIVER OF CLAIMS**  
**IMPORTANT: PLEASE READ CAREFULLY**

I, the **Undersigned**, in consideration of the right to enter and to participate in any and all activities and events, including, without limitation, any hunting or shooting activities ("**Hunting, Shooting and Related Activities**"), on the property owned by and/or leased to Traxler Hunting Preserve, Inc. ("**Traxler's**"), do hereby certify, represent, warrant, covenant, acknowledge and agree to each and all of the following:

1. I understand and agree that the Hunting, Shooting and Related Activities at Traxler's are inherently dangerous activities. Dangers, hazards and risks from such activities include but are not limited to: (a) risk of injury, accident, permanent disability, death, or property damage; (b) possible equipment failure and/or malfunction; (c) my own negligence and/or the negligence of others; (d) discharge of weapons in an unsafe direction or place; (e) variation and/or obstacles on the property, known or unknown; (f) exposure to outdoor elements; (g) accidents or illness occurring in remote places where there are no available medical facilities; and (h) my sense of balance, physical condition, coordination, and ability to follow directions and rules ("**Assumed Risks**"). I acknowledge and agree that this Release is sufficient warning to me that dangerous conditions, risks and hazards do exist.

2. I voluntarily choose to participate in the Hunting, Shooting and Related Activities at Traxler's and assume any and all risks. The Hunting, Shooting and Related Activities at Traxler's: (a) are recreational activities; (b) are not a public or essential service; (c) do not implicate the public interest; and (d) can readily be obtained elsewhere.

3. I, for myself, and on behalf of my estate, heirs, family, relatives, significant others, personal representatives, executors, dogs, successors and assigns ("**Releasing Parties**"), do hereby agree to forever protect, indemnify, release, acquit, discharge and hold harmless Traxler's, its officers, directors, shareholders, employees, agents, members, guests, event sponsors, lessors, their estate, heirs, family, relatives, significant others, personal representatives, executors, successors and assigns, and each and all thereof ("**Released Parties**"), from any and all liability, claims, accidents, demands, injuries, death, loss, damages, actions or causes of action, and from all acts of active or passive negligence on the part of such Released Parties, whatsoever to any person, property or dog arising out of or related to the Hunting, Shooting and Related Activities at Traxler's ("**Released Claims**"), and further agree to indemnify and hold harmless the Released Parties for any and all of their attorneys' fees and costs incurred in connection with the Released Claims and covenant not to sue, make any claim, or initiate any proceeding against any of the Released Parties for any of the Released Claims.

4. I understand, agree and hereby expressly assume full responsibility for all risk of bodily injury, death or property damage, including, without limitation, the Assumed Risks and the Released Claims, arising out of or related to the Hunting, Shooting and Related Activities at Traxler's, known or unknown. The Released Parties make no warranty, express or implied, as to the condition of the property owned by and/or leased to Traxler's. Any term or provision of this Release that is held illegal or unenforceable at law or in equity shall be deemed to be void and of no force and effect to the extent necessary to bring such term or provision into accordance with applicable law, and such term or provision as so modified, and the balance of this Release, shall be fully enforceable.

5. I understand and agree that this Release covers each and every activity and event at Traxler's, including, without limitation, any Hunting, Shooting and Related Activities, in which I participate hereafter.

**I, THE UNDERSIGNED, HAVE READ THIS RELEASE OF LIABILITY AND WAIVER OF CLAIMS, FULLY UNDERSTAND THAT THE TERMS OF THIS RELEASE ARE CONTRACTUAL AND NOT MERELY RECITALS, UNDERSTAND THAT I HAVE GIVEN UP VALUABLE LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT:**

\_\_\_\_\_  
Signature of Undersigned

\_\_\_\_\_  
Print Name of Undersigned

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Birthdate

\_\_\_\_\_  
City                      State                      Zip

\_\_\_\_\_  
Emergency Phone Number

\_\_\_\_\_  
E-mail Address

**ADDENDUM  
TO  
RELEASE OF LIABILITY AND WAIVER OF CLAIMS  
IMPORTANT: PLEASE READ CAREFULLY**

**FOR PARTICIPANTS OF A MINOR AGE:** This is to certify, represent, warrant, covenant, acknowledge and agree that I, as parent, guardian, temporary guardian with legal responsibility for the minor participant listed below, do hereby consent and agree not only to his/her release of all the Released Parties and each and all of the terms and provisions of that certain Release of Liability and Waiver of Claims I voluntarily signed of even date herewith or previously signed, the same of which is in full force and effect and incorporated herein by reference, but also to release, indemnify and hold harmless the Released Parties from any and all liabilities incident to the involvement by the minor participant listed below in any and all activities and events at Traxler's, including, without limitation, the Assumed Risks and the Released Claims, arising out of or related to the Hunting, Shooting and Related Activities, known or unknown, and further agree to indemnify and hold harmless the Released Parties for any and all of their attorneys' fees and costs incurred in connection with the Released Claims and covenant not to sue, make any claim, or initiate any proceeding on behalf of the minor participant listed below against any of the Released Parties for any of the Released Claims.

**I, AS THE PARENT OR ADULT GUARDIAN OF THE MINOR PARTICIPANT LISTED BELOW, HAVE READ THIS ADDENDUM AND THE RELEASE OF LIABILITY AND WAIVER OF CLAIMS, FULLY UNDERSTAND THAT THE TERMS OF THIS ADDENDUM AND THE RELEASE ARE CONTRACTUAL AND NOT MERELY RECITALS, UNDERSTAND THAT I HAVE GIVEN UP VALUABLE LEGAL RIGHTS OF THE MINOR PARTICIPANT LISTED BELOW BY SIGNING IT, I HAVE AGREED TO INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM, AMONG OTHER THINGS, ANY AND ALL LIABILITIES INCIDENT TO THE INVOLVEMENT OF THE MINOR PARTICIPANT LISTED BELOW IN ANY AND ALL ACTIVITIES AND EVENTS AT TRAXLER'S, INCLUDING, WITHOUT LIMITATION, THE ASSUMED RISKS AND THE RELEASED CLAIMS, ARISING OUT OF OR RELATED TO THE HUNTING, SHOOTING AND RELATED ACTIVITIES, KNOWN OR UNKNOWN, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT:**

\_\_\_\_\_  
Signature of Parent or Adult Legal  
Guardian if Participant is a Minor

\_\_\_\_\_  
Print Name of Parent or Adult Legal Guardian Date

\_\_\_\_\_  
Print Name of Minor Participant

\_\_\_\_\_  
Date