Scott Robinson's

WATERFOWL WFS SPECIALISTS

Professional Outfitting since 1990

HUNTING S.W. MICHIGAN & N.W. MISSOURI

P.O. Box 178 * Richland, Michigan, 49083 * Home 616.671.4365 * Cell 616.671.4365
e-mail scottrbo@yahoo.com * www.webspawner.com/users/waterfowlspecialist

- *Print or make copies of this and have everyone in your hunting party fill one out per hunter and return with the balance of your hunt. (Due 30 days prior to your hunt date)*

PARTICIPANT AGREEMENT, RELEASE AND ACKNOWLEDGMENT OF RISK

In consideration of the services of Waterfowl Specialists, and their agents, owner (Scott N. Robinson), officers, volunteers, participants, employees, and all the other persons or entities acting in any capacity of their behalf (hereinafter collectively referred to as "WFS and or Waterfowl Specialists"), I hereby agree to release and discharge Waterfowl Specialists, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that hunting and fishing 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 are essential qualities of the activity.

The risks include, among other things: Accidental shootings, or falls to myself, others, and property; trip or fall accidents to myself and others; medical problems from pre-existing conditions such as heart attacks, strokes, blood conditions, etc., known or unknown to WFS representatives; drowning; destruction or loss of personal property, injury from fire, to myself or others; medical injury's such as back-problems, broken bones, sprains, paralysis, lacerations, contusions, etc., to myself or others.

Furthermore, WFS employees and or sub-contractors have difficult jobs to perform. They seek safety, but they 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 might malfunction or break.

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 to others and myself, I fully understand that hunting and fishing is a dangerous activity.

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

4. Should WFS or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement between myself and WFS or between myself and an outside party, I agree to accept and pay in full such costs of WFS or its agents.

5. 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 could interfere with my safety in

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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.

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

7. I, and my heirs, agree to have given up all rights to bring suit against any landowner involved in said activity for what reason whatsoever. I am of average intelligence and understand that by participation in hunting or fishing activities with WFS that there is a reasonable and understandable amount of risk and I accept this risk and give up all rights to bring suit against WFS, Scott Robinson, their representatives or any landowner involved in said activity.

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

      IF YOU ARE TO PARTICITPATE IN A HUNT OR CHARTER WITH WATERFOWL SPECIALISTS AND ITS AGENTS, YOU MUST FILL THIS RELEASE OUT AS TO THE BEST OF YOUR KNOWLEDGE, IF IT IS NOT FILLED OUT COMPLETELY OR THERE IS INFORMATION LACKING THAT IN THE EVENT OF AN EMERCENCY OR INJURY COULD BE BENEFICIAL TO YOU OR YOUR GROUP, YOU WILL NOT HOLD WATERFOWL SPECIALISTS OR ITS AGENTS RESPONSIBLE FOR THE LACK OF INFORMATION THAT SHOULD HAVE BEEN PROVIDED PREVIOUS TO ANY EVENT. FURTHERMORE, YOU HAVE HAD SUFFICIENT OPPORTUNITY TO COMPLETELY FILL OUT ALL NECESSARY INFORMATION AND YOU HOLD YOURSELF COMPLETELY AND FULLY RESPONSIBLE FOR ANY AND ALL ACCIDENTS OR EVENTS THAT MAY OCCUR TO OR BY YOU, ANYONE IN YOUR GROUP, OR WATERFOWL SPECIALISTS DURING THE TIME SPENT WITH WATERFOWL SPECIALISTS, OR THEIR AGENTS. BY YOU SIGNING THIS RELEASE YOU UNDERSTAND THAT YOU HAVE GIVEN UP ALL YOUR RIGHTS TO BRING SUIT AGAINST WATERFOWL SPECILISTS, ITS AGENTS, CONTRACTORS, AND THE LANDOWNERS INVOLVED IN THE ACTIVITY.

      I also release the right and allow WFS to re-produce my image in photographs and video and that any such image of myself, WFS has sole ownership of these rights. I understand that I will not be paid any compensation for this right, now or in the future, nor will any of my beneficiary's have the right for compensation now or in the future for photographs or video images of myself taken and used by WFS and its agents for commercial purposes such as videos, advertisements, or televisions shows. I understand this loss of rights and I understand that I am not guaranteed that any such images will ever by used by WFS or any other entities. If I am deer or turkey hunting, I understand and agree to pay the appropriate trophy fee, stated by WFS.

      By signing this agreement, I also understand that while deer hunting from a tree stand that I will have and use an appropriate safety harness.

      I have read and understand all 3 pages of this release.

Signature of Participant: _____
Print Name:_____
Address: _____City:_____
State: _____Zip: _____Home Phone:_____
Office Phone: _____Cell Phone: _____E-mail:_____
In Case of Emergency Contact: _____Phone:_____

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Medical Insurer and address: _____

Medical History of Participant:
Sex: _____ Do you have any medical conditions? _____ If so, please explain: _____
_____

What can be done for you in case of known medical problem episodes? _____
_____
_____
Any allergies? _____ If so, please explain:_____
_____
Are you taking any medications? _____If so, please explain:_____
_____
If your medical insurer is not previously listed please explain why: _____
_____
_____

PARENTS OR GUARDIANS ADDITIONAL INDEMNIFICATION
(Must be completed for participants under the age of 18) In consideration of _____(print minor's name) ("Minor") being permitted by WFS to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless WFS from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian Print: _____Date:_____
Medical Insurer and address: _____
_____

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