

SOUTHWEST IOWA OUTFITTERS LLC.

LIABILITY RELEASE

A. I, _____ HAVE ACCEPTED AND UNDERSTAND THE FACT THAT IN AND OF ITSELF HUNTING IS A DANGEROUS ACTIVITY. THE VOLUNTARY USE OF FIREARMS IS DANGEROUS AND SINCE I HAVE VOLUNTARILY CHOSEN TO HUNT AND/OR OBSERVE HUNTING ON SOUTHWEST IOWA OUTFITTERS PROPERTIES I UNDERSTAND THAT IT IS NECESSARY TO SIGN THIS GENERAL RELEASE AND **ASSUME ALL RISK** REASONABLY OR OTHERWISE RELATED TO **CONSCIOUS CHOICE** TO PARTICIPATE IN THIS ACTIVITY.

B. I, _____, hereby acknowledge I have voluntarily applied to participate in and/or observe the hunting activity with SOUTHWEST IOWA OUTFITTERS LLC, hereinafter referred to as RELEASEE.

C. As LAWFUL CONSIDERATION of being permitted to enter upon the premises upon which this event is conducted or of being permitted to participate in or observe activities or otherwise use the facilities, my heirs, distributees, legal representatives, next of kin, and I agree to the provisions set forth below:

I. I, _____, hereby release, waive, discharge and agree not to sue, make a claim against the property of or otherwise prosecute RELEASEES, one of its affiliate organizations, its officers, directors, shareholders, agents and/or employees, for liability on account of damage to the property of or injury to the persons or death of the undersigned, whether caused from the passive or active negligence of RELEASEES or otherwise while the undersigned is participating in or observing the sport or related activities being presented by RELEASEES.

II. I, _____, hereby agree to Indemnify and save and hold harmless the RELEASEES and each of them any loss, liability, damage, or cost RELEASEES may incur due to the presence of or any act either intentional or unintentional, of the Undersigned while the Undersigned participates in or observes the sporting or related activities be presented by RELEASEES, whether caused by the passive or active negligence or RELEASEES or otherwise. I, _____ agree that in case any conflict arises from any of the above situations and if _____ or my agents choose to file a lawsuit, understanding that I have expressly waived this right in Section C (I), then I understand that the laws of Iowa will be controlling.

- III. I, _____, expressly agree the foregoing Release, Waiver, and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the laws of the state of Iowa. The undersigned further agrees if any provision of this agreement is held to be invalid, nevertheless, the balance of the agreement shall continue in full force and effect.
- IV. I, _____, warrant the following statements are true and correct and understand RELEASEES have relied on them in entering into the foregoing Release, Waiver, and Indemnity Agreement and is giving the Undersigned permission to participate in and/or observe the sporting and other activities being conducted by RELEASEES.
- D. I, _____, acknowledge no oral presentation, statement, or inducements apart from the foregoing written agreement have been made.
- E. I, _____, am fully aware of the risk and hazards inherent in entering upon the premises where RELEASEES events are being conducted and participating in and/or observing any events held upon said premises knowing the present condition thereof.
- F. I, _____, acknowledge the risk and hazards being assumed by the Undersigned may increase during the time the Undersigned is participating in or observing the activities being conducted by RELEASEES.
- G. I, _____, AM AWARE THE PARTICIPATION IN OR THE OBSERVATION OF THE SPORT OF HUNTING WITH LOADED FIREARMS AND RELATED ACTIVITIES IS A HAZARDOUS ACTIVITY. THE UNDERSIGNED DOES VOLUNTARILY PARTICIPATE IN OR OBSERVE THESE ACTIVITIES WITH THE KNOWLEDGE AND APPRECIATION OF THE DANGER INVOLVED. THE UNDERSIGNED HEREBY AGREES TO ACCEPT ANY AND ALL RISK OF PROPERTY DAMAGE, PERSONAL INJURY, DEATH, OR REASONABLE OR FORSEEABLE INCIDENT.
- H. I, _____ give consent to whatever medical care might be provided or available on the premises and further agrees to conform and comply with all of the rules and regulations promulgated at the event.
- I. I, _____ AGREE TO COMPENSATE OR REIMBURSE RELEASEES FOR ANY COST, EXPENSES, OR DAMAGES, INCLUDING ATTORNEY FEES RESULTING FROM ANY CLAIM BROUGHT AGAINST RELEASEES FROM PROPERTY DAMAGE, PERSONAL INJURY, OR DEATH, THAT ARISE AS A RESULT OF THE PASSIVE OR

PARTICIPATING IN OR OBSERVING THE HUNTING AND RELATED ACTIVITIES CONDUCTED BY RELEASEES.

J. I, _____ HAVE CAREFULLY READ AND FULLY UNDERSTAND THE COVENANT NOT TO SUE CONTAINED HEREIN, AND VOLUNTARILY SIGN THIS RELEASE, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT.

Should any provision of this Agreement be held invalid, then the balance hereof shall remain in full force and effect.

Notwithstanding anything to the contrary herein, nothing contained in this agreement shall release RELEASEES from any intentional or willful act on its part, which directly causes damage, injury or death to the undersigned.

I am over the age of eighteen (18) years or, I am signing this agreement on behalf of a person under the age of eighteen (18) years, then I covenant I have all legal authority to act on behalf of such person and I bind him or her to the terms of this agreement.

PLEASE PRINT

Date _____

Name _____

Name of Minor, if any _____

Address _____

Phone Number _____

Signature _____

SOUTHWEST IOWA OUTFITTERS LLC.

Authorization for Medical Treatment

I, The undersigned, do hereby authorize any SOUTHWEST IOWA OUTFITTERS employee or agent of SOUTHWEST IOWA OUTFITTERS who is with me at my outing on the Ranch to act as my agent(s) in an emergency or life threatening situation when it is not feasible to contact the emergency contact listed below, with power and consent to any x-ray examination, anesthetic, medical or surgical diagnosis, procedure, treatment, or hospital care which is deemed advisable by, and is to be rendered under the general or special supervision of any licensed physician or other licensed provider of health care, whether such diagnosis, procedure, or treatment is rendered at the office of the physician or health care provider, at a hospital, or at the Ranch. Such authority shall be granted only to the extent that I am not capable of making such care decisions for myself.

I understand that this authorization is given in advance of any specific procedure, diagnosis, treatment or hospital care being required and is given to provide authority and power on the part my aforesaid agent(s) to give specific consent to any such procedure, diagnosis, treatment or hospital care which the aforementioned physician or health care provider in the exercise of his/her best judgment may deem advisable.

This authorization shall be effective throughout the duration of my outing at the Ranch, including my transportation to and from the Ranch to the extent that such transportation is provided via vehicles owned and operated by SOUTHWEST IOWA OUTFITTERS.

I have read and understood this document and I am signing it voluntarily and with full knowledge of its significance.

Signature of Participant: _____

Date: _____

Printed Name: _____

Emergency Contact:

Name: _____

Telephone: _____