



**WAIVER & RELEASE AGREEMENT**

Please read carefully before signing. This is a release of liability and waiver of certain significant legal rights.

In consideration for my being permitted to participate in the activities of Huntmore, LLC d/b/a Legacy Sportsmen (hereinafter "Legacy"), and the use of the property, leased property, animals, if any, all vehicles, equipment, services, guides, and facilities, I agree to the following Waiver and Release:

I acknowledge that hiking, fishing, hunting and other related outdoor activities have inherent risks, unknown hazards, and dangers that cannot be predicted or eliminated, particularly in a wilderness environment. I UNDERSTAND THAT THESE RISKS, HAZARDS, AND DANGERS INCLUDE WITHOUT LIMITATION:

1. Hunting, fishing and other outdoor activities associated with hunting or fishing;
2. The risk of property damage, serious injury or death from handling firearms and other weapons, or being in the presence of others that are handling or have in their possession firearms and other weapons;
3. The risk of property damage, serious injury or death from participation in any of the above activities;
4. Injuries occurring by reason of a condition of property (including any condition of any cabin or other facility or leased property on the Legacy property) or activities conducted or circumstances existing on such property;
5. All other injuries, risks and hazards, both foreseen and unforeseen, which are not enumerated above.

I understand the risks, hazards and dangers described above and have had the opportunity to discuss them with Legacy. I understand that these activities may require me to be in good health. I believe that I am in good health, and that I am able to engage in these activities safely. I understand that I have certain responsibilities, which include, but are not limited to, practicing the above mentioned activities in a safe and responsible manner, and refraining from the use of alcohol while practicing such activities. My participation in this activity is purely voluntary. No one is forcing me to participate, and I elect to participate in spite of the risks. I AM VOLUNTARILY USING THE PREMISES, PROPERTY, EQUIPMENT, VEHICLES, ANIMALS, GUIDES, FACILITIES AND SERVICES OF LEGACY WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS OR DEATH.

Lastly, I, for myself, my heirs, successors, executors, and subrogees, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS LEGACY, their agents, contractors, directors, affiliates, representatives, employees, officers, insurers and volunteers (hereinafter "Related Parties") and Broce Ranch Inc., from and against any and all claims, action, causes of action, liabilities, suits, damages, judgments, proceedings and expenses (including attorney's fees of any kind or nature whatsoever) of any kind or nature, which are related to, arise out of, or are in any way connected with my participation in this activity including, but not limited to, acts or omissions or NEGLIGENCE of any kind or nature (whether foreseen or unforeseen) of Legacy, its Related Parties, Broce Ranch Inc., other guests of Legacy or Broce Ranch, Legacy's or Broce Ranch's invitees, trespassers, or animals and livestock of Legacy or Broce Ranch Inc. (including horses and dogs), which results in any damage, loss, injury, paralysis or death to me or my property as a result of my engaging in these activities or the use of the facilities, animals or equipment. I, myself, my heirs, my successors, executors, subrogees, further agree not to sue Legacy as a result of any injury, paralysis, loss, damage or death suffered in connection with my use and participation in the activities of Legacy. I further agree that in any legal action brought to enforce this Waiver and Release Agreement, the prevailing party shall be entitled to recover expenses relating thereto, including attorneys' fees.

**I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE AGREEMENT AND CONTRACT WITH LEGACY.**

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**Guest Signature**

\_\_\_\_\_  
**Officer of Legacy**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**