



## **WAIVER, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

**PLEASE READ CAREFULLY - BY SIGNING THIS AGREEMENT YOU GIVE UP THE RIGHT TO SUE FOR ANY INJURY OR DAMAGES HOWSOEVER CAUSED**

Fehr Game Outfitters (hereinafter referred to as "The Companies") and employees, representatives, officers and agents (hereinafter referred to collectively as "The Companies Employees").

I, \_\_\_\_\_ hereby sign this agreement on behalf of personal representatives, my heirs, assigns and myself.

The described recreational activity of guided hunting and all associated activity, which I will now refer to as the "Activity" or "Activities", and when I intend to, or already have, purchased from The Companies. This release, waiver of claims and indemnification is made on my behalf as well as any minor child who might participate in the Activity with me and for whom I am responsible, and the use of the word "I" or "my" includes that minor. Realizing that The Companies have no knowledge of my background, training, skills, or other abilities, and that I am the best judge of those qualities, and realizing that The Companies cannot control the way in which others or I participate or conduct themselves or myself in the Activity. I therefore, in consideration of my desire to participate in the Activity, understand, acknowledge, and agree with, to the above, and to the following:

1. I agree as a precondition to my participation in backcountry recreation or hunting activities, organized by The Companies and conducted by The Companies and/or "The Companies Employee's or Directors or Partners", and in further consideration of The Companies allowing me to do so, to be strictly bound by the terms of this Waiver, Assumption of Risk and Indemnity Agreement (hereinafter referred to as "This Agreement").
2. I affirm that my age is at least 18 years and that I have no medical conditions or physical disabilities that would limit my ability to competently and safely participate in the Activity. I am the parent or legal guardian of any minor who will participate in the Activity with me and I will be responsible for the safety and well being of the minor. I will not allow any minor participating in the Activity with me who is under the age of 18 years to operate any equipment by him or herself on any equipment, or to act in any way that is contrary to the rules or instruction of The Companies.

3. I acknowledge that these activities involve **INHERENT RISKS** that may cause **SERIOUS INJURY AND POSSIBLY DEATH TO PARTICIPANTS** including but not limited to hazards of traveling by motorized vehicle, on horseback, by boat or plane; hazards of being exposed to the elements of nature; hazards of being exposed to potentially dangerous or deadly wild animals; hazards of carrying and being in possession of firearms and ammunition; hazards of being in areas where hunters are likely to be present; hazards of being and traveling in remote wilderness areas and rugged and steep terrain and staying in remote, potentially primitive facilities, and hazards arising from accident, acts of God, illness, and forces of nature. I further recognize that these activities involve **ADDITIONAL RISKS AND DANGERS**.
4. I fully understand the risks and dangers associated with my participation in these activities and **ACCEPT IT ENTIRELY AT MY OWN RISK**. I also know that I am responsible for bringing my own helmet or other safety or protective gear should I choose to wear this.
5. I hereby **WAIVE ANY AND ALL CLAIMS** which I may have against The Companies and/or "The Companies Employee's or Directors or Partners" and **RELEASE** The Companies **AND EMPLOYEES AND DIRECTORS OR PARTNERS** from **ALL LIABILITY** for injury, death, property damage or any other loss sustained by me as a result of my participation in these activities, **DUE TO ANY CAUSE WHATSOEVER** including, without limitation, negligence on the part of The Companies or "The Companies Employee's or Directors or Partners".
6. I further **AGREE TO INDEMNIFY** The Companies and "The Companies Employee's, Directors or Partners" for any and all legal fees (on a solicitor and his own client basis) or costs which may be incurred in defending any lawsuit or claim I may bring against them.
7. I further agree to indemnify and hold harmless The Companies' agents, directors, third-party owners, contracted personnel and Private or Corporate Property Lessors from any and all liability, costs, claims and demands whatsoever, including costs of any legal action, including attorney's fees.
8. I realize and agree that these provisions will be and are **FULLY BINDING** and effective against me, any minor participating in the Activity with me for whom I am responsible, my family, guests, employees, and agents, as well as by my and their heirs, legal representatives, and all others who might act on our behalf or in our place.
9. I appreciate that This Agreement applies whether The Companies is at fault or not and it limits the liability of The Companies Employees or Directors to the same extent as it limits the liability of The Companies even though The Companies Employees or



Directors are not formal parties to This Agreement. I understand that The Companies, in securing execution of This Agreement by me, is acting as agent or trustee on behalf of or for the benefit of The Companies Employees and Directors, and Private or Corporate Property Lessors who shall to this extent be or be deemed parties to This Agreement.

10. Any lawsuit, judicial proceeding, or any other action concerning this contract provisions hereof shall be instituted only in the Province of British Columbia. By signing below, the parties hereunto acknowledge that they understand all the terms of his contract and furthermore agree that the laws of the Province of British Columbia, both as to its interpretation and performance, shall govern this contract.

**I HAVE READ AND UNDERSTAND THIS AGREEMENT. I UNDERSTAND THAT THIS DOCUMENT CONTAINS A PROMISE NOT TO SUE THE COMPANIES EMPLOYEES OR DIRECTORS AND A RELEASE AND INDEMNITY FOR ALL CLAIMS.**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**WITNESS**

\_\_\_\_\_  
**SIGNATURE OF PARTICIPANT/  
PARENT/GUARDIAN**

\_\_\_\_\_  
**PRINT NAME**

Emergency contact information

Name: \_\_\_\_\_ Phone number: \_\_\_\_\_  
Name: \_\_\_\_\_ Phone number: \_\_\_\_\_  
Name: \_\_\_\_\_ Phone number: \_\_\_\_\_