



HOUSTON SAFARI CLUB

SPORT HUNTING IS WILDLIFE CONSERVATION

## Houston Safari Club Waiver & Release of Liability

I acknowledge that I am an invited guest of **Houston Safari Club** (“**HSC**”) on certain property and premises that **HSC** is allowed to use (also known as “*HSC’s premises*”). As a guest of **HSC**, I will be participating in educational, recreational, and/or other activities, including, but not limited to hunting, fishing, hiking, camping, shooting firearms and archery equipment, and generally using **HSC**’s equipment, premises and facilities. As consideration and a condition precedent to all guests entering upon these premises and participating in these activities **HSC** requires that all guests execute this **Houston Safari Club Waiver & Release of Liability** (“*Release*”).

In consideration for allowing me to be a guest of **HSC** and allowing me to engage in activities upon **HSC**’s premises (including land owned by other parties that have made their land available to **HSC**), I, the undersigned, hereby release **HSC**, its agents, volunteers, employees, officers and directors and any and all said landowners from any and all liability for any injury to or sustained by me, regardless of the severity or manner in which the injury is sustained and I further waive all rights to make any claim against **HSC** its agents, volunteers, employees, officers and directors and any and all said landowners for any property damage or loss which I sustain.

I am fully aware that the kinds of activities that I will be involved in as a guest of **HSC**, including but not limited to hunting and shooting firearms and bows and watching and being around others who are hunting and shooting firearms and bows is a very dangerous and hazardous activity which assumes inherent risks, including, but not limited to the risk of personal injury, including catastrophic injury, death, or property damage to me or to others. If I sustain injury or loss while a guest of **HSC**, resulting from any occurrence, including but not limited to vehicles, ATV’s, machinery, equipment, firearms, gunfire, or arrows, whether fired by myself or by other people who I may or may not know, or may or may not know where they are, I herewith release **HSC**, its agents, volunteers, employees, officers and directors and any and all said landowners from all liability whatsoever. Furthermore, I am aware that there are many other ways in which I can suffer injury, be injured or incur or suffer property damage, while a guest of **HSC**. I assume full responsibility for my actions and specifically the actions of others which may result in my injury, death, or property loss or damage.

I am aware of injuries, death and property damage which can result from tripping, stumbling, falling, slipping, and climbing, resulting from my own negligence, and lack of skill in moving and observing variations in terrain or weather conditions; or, surface or subsurface snow, ice, ruts, bumps, steep banks, ditches, gullies, cliffs, electric fence, barbed wire fence, snakes, ticks, spiders, mosquitoes, parasites, bacteria, viruses, microorganisms, insects, ponds, rivers, creeks, roads, livestock, aggressive animals, and all similar things whether or not mentioned. All **HSC** premises has ticks, and I am fully aware these ticks can infect me with Lyme Disease. I will not hold **HSC**, its agents, volunteers, employees, officers and directors and any and all said landowners responsible for any injury or damage I sustain from anything mentioned above since I fully agree that I am aware of the potential hazards, and all objects that could harm me, whether natural or manmade, which are incidental to operation of a shooting venue, hunting or fishing preserve, waterway or impoundment, farm, or unattended rural or country property.

I understand that if I am hunting or shooting or at a hunting or shooting event sponsored by **HSC**, there will be other people in the same vicinity where I will be, even though I may or may not be able to see them, who will have guns and bows, and will be shooting and hunting. I fully understand and appreciate that it is possible that I may be shot or injured by someone else, and if I am, I agree to waive any and all of my rights, if any, to recover damages from **HSC**, its agents, volunteers, employees, officers and directors and any and all said landowners, and that I will confine my damage recovery solely to the individual or individuals who shot the bullet(s) or arrow(s) that caused my injury or damage.

I am fully aware of the danger to my person and property resulting from my presence in an area where hunting or shooting is taking place and am willing to assume all of these risks and hold only myself responsible in the event I sustain injury, death or property loss, or I cause the injury, death, or property loss of someone else.

I agree that it is not a necessity for me to hunt or shoot and I do so voluntarily for my own personal pleasure and entertainment.

**I ACKNOWLEDGE, ACCEPT AND HEREBY EXPRESSLY ASSUME ALL SUCH DANGEROUS, RISKY AND HAZARDOUS CONDITIONS WITH THE UNDERSTANDING THAT I AM VOLUNTARILY EXPOSING BOTH MYSELF AND MY PROPERTY TO THEM.**

I have willingly agreed to release **HSC**, its agents, volunteers, employees, officers and directors and any and all said landowners, from all liability resulting from my actions, or the actions of other people, while I am a guest of **HSC** or on **HSC's** premises.

I understand I am giving up important rights by contractually agreeing to not sue or make a claim or claims against **HSC**, its agents, volunteers, employees, officers and directors and any and all said landowners upon whose land I may be injured, killed, or suffer property damage resulting from innumerable hazards which may or may not involve guns, bows, vehicles, ATV's, etcetera.

I understand there are many other places where I am free to hunt, shoot, fish, camp, etcetera, where I would not be required to sign this release of liability, but I have freely chosen to hunt, fish, camp, shoot, etcetera, with **HSC** at the places where this release is required and have freely chosen to sign this Release in favor of **HSC**, its agents, volunteers, employees, officers and directors and any and all said landowners as consideration and as a condition precedent to being allowed to be a guest of **HSC** and being allowed to participate in **HSC's** activities.

I also agree that I have been given the right to seek an attorney's opinion before signing this agreement, and if I have not done so, it is because I have chosen not to do so, and nothing has been said to me verbally or implied in any way, that an attorney's counsel is not necessary. I know attorneys should be consulted before contracts are signed, and this is a contract.

I have read this agreement in its entirety. I understand it thoroughly. I fully agree with its content and warning to me of potential dangers and hazards which may result from my fishing, hunting, shooting, or physical presence upon **HSC's** premises and/or land owned by other parties. I herewith release from liability, **HSC**, its agents, volunteers, employees, officers and directors and any and all said landowners, and assume full responsibility for any injury, death, or property damage which I may sustain or cause to myself or to others during my visit to or activities conducted on **HSC's** premises and/or land owned by other parties.

**IN CONSIDERATION FOR AND AS A CONDITION PRECEDENT TO THE RIGHT FOR ME TO ENTER THE HSC PREMISES AND TAKE PART IN HSC'S PROGRAMS AND ACTIVITIES, I DO HEREBY RELEASE AND AGREE TO PROTECT, INDEMNIFY AND HOLD HARMLESS HSC, its employees, agents, representatives, affiliates, partners, officers, directors, guests, successors, assigns, AND all said landowners (collectively, the "Parties"), FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION OF ANY SORT, INCLUDING ATTORNEYS FEES, RESULTING FROM ANY ACCIDENT, INCIDENT OR OCCURRENCE ARISING OUT OF, INCIDENTAL TO, OR IN ANY WISE RESULTING FROM MY PRESENCE ON AND USE OF THE LAND, EQUIPMENT, AND IMPROVEMENTS SITUATED THERON COMMONLY KNOWN AS HSC'S PREMISES, REGARDLESS OF WHETHER SAME MAY RESULT FROM ANY OF THE PARTIES NEGLIGENCE OR GROSS NEGLIGENCE, WHETHER OR NOT THE NEGLIGENCE IS ACTIVE OR PASSIVE, AND WHETHER SUCH NEGLIGENCE IS THE SOLE CAUSE OR A PROXIMATE CAUSE OCCURRING JOINTLY AND CONCURRENTLY WITH ME OR WITH OTHERS.** I hereby covenant and agree for myself, my heirs, my family members, distributes, guardians, legal representatives, successors and assigns now have, or may in the future have, that **I WILL NOT MAKE ANY CLAIM OR INSTUTUTE ANY SUIT OR ACTION AT LAW OR IN EQUITY AGAINST ANY OF THE PARTIES.**

**PHOTOGRAPHIC ASSIGNMENT**

I understand that **HSC** and it's agents, volunteers, employees, officers and directors and any and all said landowners, reserves the right to take photographic records of any or all of the activities conducted on or within its premises and I hereby agree that **HSC** may use such records for private, promotional and/or commercial purposes without any remuneration to me. I hereby assign all right, title and interest I may have in or to any and all media in which my name or likeness might be used by **HSC** and/or **HSC's** agents.

**CAUTION: READ BEFORE SIGNING**

The provisions, covenants, conditions and indemnities contained in this Release shall survive the term of all of my activities with **HSC** and my stay on **HSC's** premises. By signing this Release, I represent and warrant that (a) I have had ample opportunity to read this Release and have done so; (b) I fully understand and voluntarily agree to each term of this Release; (c) I have the authority to sign this Release for each person listed below; (d) I am under no duress or requirement to sign this Release; (e) I have not been induced to sign this Release by any statement or conduct of **HSC**, it's agents, volunteers, employees, officers and/or directors; and (g) I have the mental competency to understand and enter into this Release.

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**Must be completed for participants under 18 years of age**

I represent that I have complete and absolute authority to bind, contract for and legally act on behalf of the minor child/children listed below and have the legal authority to make the waivers and releases contained here. I understand and acknowledge that **HSC** relies to its detriment on this representation and would not allow the minor child/children to participate in its programs or activities without this representation. In consideration of the minor child/children listed below being permitted by **HSC** to participate in its programs and activities and to use its equipment and facilities, I further agree to indemnify and hold **HSC**, its agents, volunteers, employees, officers and directors and any and all said landowners harmless from any and all claims which are brought by, or on behalf of any minor child listed below, and which are in way connected with such use of participation by any such minor child.

Print Name(s) of Minor(s) below:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_

Parent, Guardian or Custodian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name of Parent, Guardian or Custodian: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_