

# **WAIVER, RELEASE, INDEMNIFICATION, AND HOLD HARMLESS AGREEMENT**

**Please read carefully before signing  
This is a release of liability, waiver of certain legal rights,  
and an agreement to indemnify and hold harmless**

In consideration for my being permitted to participate in the activities of hunting, target shooting, fishing, recreational, and/or other social activities on the land, property, premises, or structures of Carolina Boykin Spaniel Retriever Club a/k/a "CBSRC", and/or to be on such land, property, structures, or premises, I agree to this Waiver, Release, Indemnification, and Hold Harmless Agreement.

I acknowledge that hunting, dog training and/or target shooting, and being on the same property, land, premises, or structures, or within the same vicinity of those who are hunting, dog training and/or target shooting, has inherent risks, hazards, and dangers.

**I UNDERSTAND THAT THESE RISKS, HAZARDS, AND DANGERS INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING:**

1. The risk of handling firearms, ammunition, crossbows, bow and arrows, and dogs, being near others that have the same in their possession, and being on or near property, land, premises, or structures where the same are used, located, and stored;
2. The risk of injury from firearms, ammunition, crossbows, bow and arrows, and dogs;
3. Walking, running, standing, sitting, and being in rugged country, wilderness, or upon such property, land, or premises, including hazards, both hidden and open, such as rocks, holes, fence wire, snakes, wells, swamps, brush, ponds, puddles, plants, wildlife, animals, insects, unauthorized persons, and persons who are careless, reckless, negligent, grossly negligent, and/or who act willfully and/or wantonly;
4. Inclement weather conditions;
5. The risk of injury from riding on and driving all terrain vehicles (ATVs), golf carts, or any other vehicle used, and the risk of being on property, land, premises, or structures where such vehicles are used;
6. The risk of injury from the use of tree stands and other structures.

I understand the risk, hazards, and dangers as described above and have had the opportunity to discuss them and this Agreement with landowner and CBSRC, my attorney, advisor, and/or representative. I understand that these activities may require good physical conditioning and a degree of skill and knowledge. I believe I have that good physical conditioning and the degree of skill and knowledge necessary for me to engage in these activities safely. I understand I have responsibilities. My participation in these activities, and/or to be on such land, property, premises, or structures, 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 SERVICES, PROPERTY, LAND, PREMISES, AND/OR STRUCTURES WITH THE FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS, OR DEATH, INCLUDING BODILY INJURY, PERSONAL INJURY, PROPERTY DAMAGE, AND LOSS OF USE OF PROPERTY.**

I, for myself, my heirs, successors, executors, subrogees, and assigns, hereby **KNOWINGLY AND INTENTIONALLY WAIVE, RELEASE, INDEMNIFY, AND HOLD HARMLESS** CBSRC, both jointly and severally, their directors, officers, agents, employees, and volunteers, any and all landowners, hosts and sponsors, guests and invitees, from and against any and all demands, claims, actions, threatened action, causes of action, assessments, losses, damages, liabilities, suits, costs, expenses (including without limitation settlement costs and reasonable attorneys' or other professional fees and costs for investigating or defending any actions or threatened actions), whether past, present, or future, whether known or unknown, which are related to, arise out of, or in any way connected (either directly or indirectly) with my participation in hunting, target shooting, fishing, engaging in recreational and/or social activities on the land, property, premises, or structures, or the use of land, property, premises, structures, services, animals, golf carts, ATVs, vehicles, equipment, firearms, ammunition, crossbows, and bow and arrows, including my presence on such land, property, premise, structure, golf cart, ATV or vehicle. This includes, but not limited to, the NEGLIGENCE, GROSS NEGLIGENCE, CARELESSNESS, RECKLESSNESS, WILLFULNESS, AND/OR WANTONNESS of any kind or nature, whether foreseen or unforeseen, expected or unexpected, intended or unintended, arising directly or indirectly out of any damage, loss, bodily or personal injury, paralysis, or death to me or my property, including the loss of use of such property, whether such damage, loss, bodily or personal injury, paralysis, or death results from the negligence, gross negligence, carelessness, recklessness, willfulness, and/or wantonness of CBSRC, any of its members, directors, officers, agents, employees, volunteers, landowners, hosts, sponsors, guests, or invitees, or from some other cause.

I, for myself, my heirs, successors, executors, subrogees, and assigns, further agree not to sue CBSRC, any of its members, directors, officers, agents, employees, volunteers, landowners, hosts, sponsors, guests, or invitees, as a result of any injury, paralysis, or death, including bodily injury, personal injury, property damage, or loss of use of property, suffered in connection with my use and/or participation in the activities of hunting, target shooting, fishing, recreational, and/or social activities, including the use of land, property, premises, structures, services, animals, golf carts, ATVs, vehicles, equipment, firearms, ammunition, crossbows, and bow and arrows, which includes being present on such land, property, premises, structure, golf cart, ATV, or vehicle. I also acknowledge that the use of any alcohol and/or drugs while hunting and/or target shooting is strictly prohibited.

BY CHECKING AND PRINTING MY NAME BELOW, I CONFIRM THAT I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER, RELEASE, INDEMNIFICATION, AND HOLD HARMLESS AGREEMENT CONSISTING OF TWO (2) PAGES.

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BY CHECKING AND PRINTING MY NAME BELOW, I CONFIRM THAT I AM RESPONSIBLE FOR THE MINOR LISTED ABOVE AND THAT I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER, RELEASE, INDEMNIFICATION, AND HOLD HARMLESS AGREEMENT CONSISTING OF TWO (2) PAGES.

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