

<u>Acknowledgement and Assumption</u> of Risk and General Release of All Claims

Whereas, the undersigned is or will be a participant or a spectator in outdoor activities to be conducted on properties owned or operated by Prairie Wildlife Preserve; and

Whereas the undersigned, as an active participant in such outdoor activities represents to the owners that he or she is capable of recognizing and assuming all risks of the dangers normally inherent in outdoor activities, particularly those related to deer hunting, dove hunting, quail hunting, horseback riding, bird watching, and fishing; and

Whereas the undersigned is desirous of evidencing his or hers assumption of such risks and releasing the owners and any operators and employees of the hunting activities from any claims, known or unknown, demands, actions, and potential suits between them, based in whole or part upon any facts, conduct activities, transactions, events or occurrences, known or unknown, which have or allegedly have existed, occurred, happened, arisen, or transpired or which might arise or transpire from outdoor activities conducted on the properties of the owners.

NOW THERFORE in consideration of the permission given by owners allowing the undersigned to participate in outdoor activities to be conducted on their properties and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the undersigned hereby,

- (1) Acknowledges that the owners are not providing any services or supervision relating to the safety or protection of the persons participation in the conduct of the outdoor activities and further acknowledges and assumes those risks inherent in the conduct of outdoor activities, including but not limited to firearm accidents, off-road vehicle accident, on-road vehicle accident, horse accident, and other occurrences which may be reasonably anticipated by those participating in such outdoor activities; and
- (2) Release, acquits, remises and forever discharges owners and their agents, representatives, executors, affiliates, predecessors, successors, parents, assigns and any other related person or entitles of and form any and all claims, demands, rights, liabilities, losses, judgments, actions, causes of action, suits or liability of any kind or nature (including but not limited to attorneys fee and punitive damages) that have arisen or occurred or that may arise or occur any time in the future based in part or whole on any facts, conduct, activities, transactions, events or occurrences, known or unknown, arising out of any outdoor activities or other activities conducted in association therewith, including but not limited to all claims asserted or that could have been asserted arising there from.

This Release and Assumption of Risk shall be construed and interpreted in accordance with Mississippi law. It is intended to be complete release of all claims, known or unknown, arising form the undersigned's participation in hunting, fishing, horseback riding, bird watching or associated activities on properties of owners, and the undersigned is executing the same as such, with full knowledge.

Acknowledgement

I acknowledge receiving and reading, and I agree to abide by the attached Prairie Wildlife Preserve **safety rules** and **conditions** and **acknowledgement and assumption of risk and general release of all claims**. I also acknowledge that Prairie Wildlife Preserve will exercise ordinary care to manage such outdoor activities under reasonable safety rules so as to reduce the risk of harm to participants. Nevertheless, I acknowledge and assume

such risk and hereby waive and release, on my own behalf and any minor children who participate in such activities at Prairie Wildlife Preserve its officers, employees, agents, and land lessors from any claim of damage or injury, suffered by me at any time while on Prairie Wildlife Preserve property or properties leased by Prairie Wildlife Preserve which is not the direct result of willful gross negligence of Prairie Wildlife Preserve, its officers, employees, or agents.

Prairie Wildlife Wing Shooting Hunts

- Hunts are conducted from 8:30 A.M to 11:30 A.M and from 2:00 P.M to 4:30 P.M.
- Hunting License and Hunter orange vest and cap required.
- Bag limit varies on hunting options.
- Only 3 shells allowed in the gun at a time.
- Only 2 shooters are allowed at a time, others must stay within arm's reach of the hunting vehicle.
- Guns are to be unloaded until the guide instructs you to load the gun.
- Never shoot a bird that is flushed back over the gallery.
- We request hunters retrieve their spent shells
- There is a \$3,000.00 Charge for a shot dogs.
- Alcohol will not be allowed on the hunt or during the mid-day break for lunch.
- The guide has complete control over the hunt and can terminate the hunt if the rules are not followed.

I further acknowledge and agree that the lodge or its assigns may use my name and any picture, photograph, or other reasonable reproduction of the same taken during my stay at Prairie Wildlife Preserve for editorial, advertising and/or other commercial purposes.

PLEASE FILL IN COMPLETELY AND PRINT CLEARLY

NAME:	F	PARTY:	
STREET:	CITY:		
STATE:	ZIP:	PHONE #: ()	
E-MAIL ADDRESS:			
SIGNATURE (REQUIRED):		DATE:	
HUNTING LICENSE # (<u>REC</u>	<u>)UIRED</u>):		
DRIVERS LICENSE # (<u>REQ</u> STATE:		ASE QUAIL HUNT):	
TYPE OF HUNT:			
DATES HUNTED:			