

**RELEASE AND WAIVER OF LIABILITY, COVENANT NOT TO SUE
AND INDEMNITY AGREEMENT**

I, _____ (Participant) fully understand that hunting (which may include climbing and occupying hunting stands, traveling by boat to and from duck blinds/layout boats, occupying duck blinds/layout boats, traveling on open waters, traveling into and through wetland environments, hunting with other hunters with firearms, and forces of nature) is a very dangerous activity. The undersigned further recognizes that these risks may also include loss or damage to personal property, and physical damage and/or injury not excluding fatality due to accidents which may occur while hunting and/or travel to and from the act of hunting. The undersigned further understands that participating in the requested hunting activities, that there will be exposure to the effects and elements of nature, including temperature extremes and inclement weather. I wish to participate in this activity knowing that it is dangerous. I accept and assume all risks of injury or death to me and I represent and warrant that I have the authority to provide this Release, and certify as follows:

To the fullest extent allowed by law, I HEREBY FOREVER RELEASE AND DISCHARGE Lock N Load Outfitters, Scott Wisniewski, Michael Shea, its members, directors, officers, employees, and anyone providing land for their use, their agents, heirs, or spouses (the Releasees) FROM ANY LIABILITY to the undersigned, my personal representatives, assigns, heirs, and next of kin (the Releasers) for any loss or damage and any claim or demands therefore on account of injury to the person of the undersigned or resulting in the death of the undersigned, WHETHER CAUSED BY THE ACTIVE OR PASSIVE NEGLIGENCE OF THE RELEASEES OR ANYONE while the undersigned is participating in any activity arranged or sponsored by the Releasees. I understand and acknowledge that the activities as described above have inherent dangers, which no amount of care, caution, instruction nor expertise can eliminate.

I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ALL RISKS OF PERSONAL INJURY, DEATH AND PROPERTY DAMAGE SUSTAINED WHILE PARTICIPATING IN HUNTING ACTIVITIES, INCLUDING THE RISK OF PASSIVE OR ACTIVE NEGLIGENCE ON THE PART OF THE RELEASED PARTIES OR HIDDEN, LATENT OR OBVIOUS DEFECTS AT ANY PROPERTY MADE AVAILABLE TO OR BY THE RELEASEES FOR SAID ACTIVITIES.

To the fullest extent allowed by law, I WAIVE ANY RIGHT TO PRESENT ANY LEGAL CLAIM OR SUIT against the Releasees, whether based on negligence, breach of contract, breach of warranty, strict product liability, dangerous condition of property, or any other legal theories. To the fullest extent allowed by law, IT IS THE EXPRESS INTENT OF THE PARTIES THAT I FURTHER AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS Lock N Load Outfitters, Scott Wisniewski, Michael Shea, its members, officers, directors, employees, or anyone providing land for their use, their agents, heirs, spouses, officers, directors from any and all claims, suits, costs or expenses of any kind including attorney fees and expert and consultant fees incurred as a result made by any person for personal injury, including death or property damage, which claim in any way arises out of or is in any way related to my participation in hunting activity or any activity upon land made available for any hunting related activity including patent or latent defects REGARDLESS OF FAULT AND WHETHER OR NOT CAUSED BY THE ACTIVE, PASSIVE, OR SOLE NEGLIGENCE OF THE INDEMNITEES. This obligation to defend, indemnify and hold harmless equally binds my heirs, assigns and personal representative in the event of my death or incapacity. This document is a legally binding contract, which supercedes any other agreement, or representation by or between the parties and

which is intended to provide a comprehensive Release of liability and agreement not to sue. The undersigned further expressly agrees that the foregoing Release and Waiver of Liability, Covenant Not to Sue and Indemnity Agreement is intended to be as broad and inclusive as permitted by the law of the State of Wisconsin and any other State, and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY, COVENANT NOT TO SUE AND INDEMNITY AGREEMENT and further agrees that no oral representation, statements or inducements apart from the foregoing written agreement have been made. The undersigned further agrees that should any dispute arise between the parties arising from or relating to this Release AND Waiver of Liability, Covenant Not to Sue and Indemnity Agreement, that the undersigned agrees to have the matter submitted to arbitration and waives any right of trial by jury.

In signing this release, I acknowledge and represent that:

- A. I have read the foregoing release, understand it, and sign it voluntarily as my own free act and deed;
- B. No oral representation, statements or inducements, apart from the foregoing written agreement, have been made;
- C. I am at least eighteen (18) years of age and fully competent; and
- D. I execute this Release for full, adequate and complete consideration fully intending to be bound by same.
- E. I agree to follow all Wisconsin and federal laws as they relate to hunting.

In witness whereof, I have hereunto set my hand and seal this ___ day of _____, 2007.

(Minors Only) Name and Signature _____

Name (18 or older) _____

Mailing Address _____

Phone _____ Emergency Contact _____

DNR # _____ Age _____

Signature _____ Date _____

Witness Name _____ Date _____

Signature _____ Date _____