

**WAIVER & RELEASE OF LIABILITY AGREEMENT
ACKNOWLEDGEMENT & ACCEPTANCE OF RISK, HAZARDS & DANGERS
ARCHERY (BOW & CROSSBOW) ONLY---NO FIREARMS**

For the purpose of this agreement & all other related forms Bar J Day Hunts/Bow Hunting refers to & includes all personnel involved either directly or indirectly in the conduct of hunts.

READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY & WAIVER OF CERTAIN RIGHTS.

In consideration for my being permitted to participate in the activities of Bar J Day Hunts/Bow Hunting, I agree to the following Waiver & Release of liability:

I acknowledge hunting has certain risks, hazards & dangers to include but are not limited to:

The risk of handling dangerous weapons & other equipment used for hunting & the risk of being near others that have dangerous weapons & other equipment used for hunting in their possession.

The risk of injury by projectiles released either by other hunters or myself either on or off property controlled by Bar J Day Hunts.

The risk of injury from walking in rugged terrain & the natural erosion to both property & roadways.

The risk of injury from encounters with poisonous snakes, insects, spiders & animals (both wild & domestic).

The risk of encountering inclement weather conditions.

The risk of injury from the use of blinds or tree stands erected either by others or myself.

The risk of injury from riding all terrain vehicles (ATV) or any other vehicle used off the paved road.

I understand the risks, hazards & dangers associated with hunting & I have had the opportunity to discuss them with Bar J Day Hunts. I agree that this document is sufficient warning of the risks, hazards & dangers of hunting & that my participation in this activity is voluntary. I understand the activities of hunting require good physical condition & a certain degree of skill. I believe I am in good physical condition & possess the necessary skills & knowledge for me to participate in these activities safely.

While using the services of Bar J Day Hunts/Bow Hunting I agree to:

- Conduct myself in a proper manner.
- Display courtesy & consideration in dealing with Bar J Day Hunts personnel & other hunters.
- Comply with all federal, state & Texas Parks & Wildlife laws & regulations.
- **Not to use firearms.**
- No illegal drugs to be used or on Bar J Day Hunts property at any time.
- Observe & comply with all rules & regulations that Bar J Day Hunts may prescribe by either oral or written notice of safety & convenience to all hunters & Bar J Day Hunts agents & conservation of livestock & wildlife located on property of or adjoining Bar J Day Hunts.
- Not to solicit any landowner within a 20-mile radius of Bar J Day Hunts property for hunting rights.
- Animals harvested on Bar J Day Hunts property may be photographed & used for advertising & promotional purposes.

I acknowledge & understand that no guarantees, expressed or implied, are made by Bar J Day Hunts or its agents as to the condition of the property, lodging or improvements made.

I acknowledge & understand that no guarantees, expressed or implied, are made by Bar J Day Hunts or its agents are made as to the success of a hunt.

I understand that I am a guest & if I am observed in violation of any law or regulation, I can be asked to leave the property with no refund of payment.

I AM VOLUNTARILY USING THE SERVICES OF Bar J Day Hunts WITH FULL KNOWLEDGE OF THE INHERENT RISKS, DANGERS & HAZARDS INVOLVED & HEREBY ASSUME & ACCEPT ALL RISKS OF PARALYSIS, INJURY OR DEATH.

In consideration for the privilege to hunt with Bar J Day Hunts & its agents, the undersigned agrees to release, hold harmless & unconditionally indemnify & defend Bar J Day Hunts/Bow Hunting & its agents against any & all liability, costs, expenses, claims & damages which Bar J Day Hunts/Bow Hunting or its agents may at any time suffer or sustain or become liable for by reason of any accidents, damages or other injuries, either to the person or property, or both of hunter or of any other parties in any matter arising from the agreement or from the hunting operations performed here under including but not limited to any negligent act or omission of Bar J Day Hunts/Bow Hunting & its agents. Bar J Day Hunts/Bow Hunting shall be indemnified for all costs required to enforce this agreement including court costs & reasonable legal fees.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND & VOLUNTARILY SIGN THIS WAIVER & RELEASE OF LIABILITY AGREEMENT.

Printed Name _____

Signature _____ Date _____

Witness Printed Name _____

Witness Signature _____

If the hunter above is under the age of 18 a parent, legal guardian or custodian must sign the following

I ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND & VOLUNTARILY SIGN THIS WAIVER & RELEASE OF LIABILITY AGREEMENT AS IT APPLIES TO MINOR NAMED BELOW. I OR _____ SHALL SUPERVISE THIS MINOR DURING THIS HUNT.

Minor Printed Name _____

Printed Name _____ Relationship to minor _____

Signature _____ Date _____