

Shawangunk Fish & Game Association

WAIVER AND RELEASE AGREEMENT

**Please read carefully before signing.
This is a release of liability and waiver of certain legal rights.**

In consideration for my being permitted to participate in the activities of *Shawangunk Fish and Game Association*, et al, I agree to the following Waiver and Release:

I acknowledge that hunting and/or target shooting has inherent risks, hazards, and dangers for anyone, that cannot be eliminated, particularly in a wilderness environment. I UNDERSTAND THAT THESE RISKS, HAZARDS, AND DANGERS INCLUDE WITHOUT LIMITATION:

1. The risk of handling firearms and being near others that have firearms in their possession.
2. The risk of injury from ammunition and shot from other guns;
3. Walking in rugged country, including encounters with wildlife, animals and insects;
4. Inclement weather conditions;
5. The risk of injury from riding on an all terrain vehicles (ATV) or any vehicle used off the paved road;
6. The risk of injury from the use of tree stands.

I understand the risks, hazards, and dangers as described above and have had the opportunity to discuss them with *Shawangunk Fish and Game Association*, et al. 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 that I elect to participate in spite of the risks. I AM VOLUNTARILY USING THE SERVICES OF *Shawangunk Fish and Game Association*, et al WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS, OR DEATH.

Lastly, I, for myself, my heirs, successors, executors, and subrogees, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS *Shawangunk Fish and Game Association*, et al, their directors, officers, agents, employees, and volunteers from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorneys' fees) which are related to, arise out of, or are in any way connected with my participation in this activity including, but not limited to, NEGLIGENCE of any kind or nature, whether foreseen or unforeseen, arising directly or

indirectly out of any damage, loss, injury, paralysis, or death to me or my property as a result of my engaging in these activities or the use of these services, animals or equipment, whether such damage, loss, injury, paralysis, or death results from negligence of *Shawangunk Fish and Game Association*, et al or from some other cause. I, for myself, my heirs, my successors, executors, and subrogees, further agree not to sue *Shawangunk Fish and Game Association*, et al as a result of any injury, paralysis, or death suffered in connection with my use and participation in the activities of *Shawangunk Fish and Game Association*, et al.

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE AGREEMENT.

Signature

Date

Print Name

Street

City State Zip

Telephone

Email (if you have one)

