



ASSUMPTION OF RISK AND WAIVER OF LIABILITY FOR EVENTS INVOLVING FIREARMS

Read this entire agreement carefully. By signing this agreement, you are assuming risks and giving up legal rights. Do not sign this agreement unless you understand it.

Name of Event: _____

Date of Event: _____

In exchange for being permitted to participate in the event listed above (referred to in this document as “the event” or “this event”), I acknowledge, understand, and agree that:

1. I am choosing to participate in an event that involves the use of firearms. The use of firearms, whether by me or by others, is an inherently dangerous activity. Some of the risks associated with firearms are: loading firearms and being near others who are loading firearms; injuries caused by ammunition, debris, and shots fired by me or by others; malfunctioning or improperly functioning equipment; ricochets hitting off of objects or targets; damage to hearing from noises related to firing firearms. There may be other risks as well. Some of these risks may be unknown, hidden, or unforeseen. I am aware that all of these risks exist. I accept and assume all of these risks by participating in this event.

2. My participation in the event also may involve dangers and hazards not directly related to the use of firearms. Some of these additional dangers and hazards are: natural or manmade objects on the event property or premises; animals on the event property or premises, including dogs; buildings or other structures on the premises or property; vehicles, whether used by me or by others, on the property or premises; and weather conditions. There may be other risks as well. Some of these risks may be unknown, hidden, or unforeseen. I am aware that all of these risks exist. I accept and assume all of these risks by participating in this event.

3. I will conduct myself with utmost care for the safety and well-being of myself and others. I am familiar with the proper use of firearms. I will use good judgment at all times during this event. I will follow all applicable laws, rules, regulations, customs, and instructions associated with my participation in this event.

4. By signing this document, I am giving up substantial legal rights. I am agreeing that I will not hold the organizers of this event or those affiliated with the organizers of this event liable or responsible for any loss, damage, injury, or death that I may suffer in connection with my participation in this event, unless it is the result of either intentional conduct or a reckless disregard for the safety of others. This means that if I suffer any loss, damage, injury, or death in connection with my participation in this event, I will not have the right to make a claim of negligence for that loss, damage, injury, or death against: Pheasants Forever Inc. or Quail Forever; any chapter of Pheasants Forever or Quail Forever; any officers, directors, owners, employees, agents, partners, or volunteers affiliated with those organizations; landowners on whose property this event takes place; or other individuals or entities affiliated with this event. It also means that nobody will make that kind of claim on my behalf.

5. By signing this document, I am also agreeing that if the organizers of this event or anyone affiliated with the organizers of this event suffer any loss, damage, injury, or death as a result of my participation in this event, I will assume full responsibility for the costs, expenses, and other liabilities associated with that loss, damage, injury, or death.

6. I grant to Pheasants Forever Inc., Quail Forever, and their representatives and employees the right to take photographs of me and my property in connection with the event. I authorize Pheasants Forever Inc. and Quail Forever to use and publish those photographs in print and/or electronically. I agree that Pheasants Forever Inc. and Quail Forever may use such photographs of me with or without my name and for any lawful purpose, including but not limited to publicity, illustration, advertising, and Web content.

7. I may be exposed to or infected by COVID-19, or another communicable disease(s), by participating in Pheasants Forever Inc. and/or Quail Forever event or activity, including as a spectator, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19, or another communicable disease(s), may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Pheasants Forever Inc. and/or Quail Forever employees, agents, representatives, volunteers, customers, and any others present on the premises of the event.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THIS ENTIRE AGREEMENT. I ALSO UNDERSTAND THAT BY SIGNING BELOW, I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS. I AM SIGNING BELOW BECAUSE I ACCEPT THE TERMS OF THIS AGREEMENT.

Participant Name

Participant Signature

Date

If the participant is a minor (under the age of 18), this agreement also requires the signature of the participant’s parent or legal guardian. By signing this form, the parent or legal guardian grants permission to the participant to take part in this event, and acknowledges and accepts all of the terms of this agreement.

Parent/Legal Guardian Name

Parent/Legal Guardian Signature

Date