

## Hunting Participation Agreement

### Acknowledgement of Risks, Consent, Release, Waiver & Indemnity of Liability

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First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Cell/Work Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_

E-mail address: \_\_\_\_\_ Age: \_\_\_\_\_

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**This document affects your legal rights. You must read and understand it before signing. Participants must be 18 years of age or older to participate or have this document signed by their legal guardian. The act of a legal guardian signing for a minor is an agreement to the terms of this agreement and a release of PAX L.L.C. and/or BLACK MOUNTAIN HUNTS L.L.C. or any of its agents, servants, employees and any other persons connected with it in said activities on any of the properties it manages, leases and/or owns from any liability relating to the activities participated in by that minor with PAX L.L.C. and/or BLACK MOUNTAIN HUNTS L.L.C.**

For and in consideration of being permitted to hunt and/or visit with PAX L.L.C. and/or BLACK MOUNTAIN HUNTS L.L.C. or any of its agents, servants, employees and any other persons connected with it in said activities on any properties it manages, leases and/or owns from period of January 1, 2020 through December 31, 2020.

Participant hereby acknowledges that hunting and recreational activities conducted by PAX L.L.C. and/or BLACK MOUNTAIN HUNTS L.L.C. are hazardous to participant in regardless of all feasible safety measures which may be taken. Participant agrees and has a duty to act as a reasonably prudent person while engaging in any recreational or hunting activities which are offered by PAX L.L.C. and/or BLACK MOUNTAIN HUNTS L.L.C. or any of its agents, servants, employees and any other persons connected with it in said activities. Participant shall in no way interfere with the running or operation of PAX L.L.C. and/or BLACK MOUNTAIN HUNTS L.L.C. or any of its agents, servants, employees and any other persons connected with it in said activities. Participant agrees not to use any equipment or facilities or service unless they have asked for and received sufficient instruction to operate or use said equipment or facilities or services in a safe and prudent manner. Participant agrees not to engage in any harmful conduct or wilfully or negligently engage in any type of conduct which contributes to or causes injury to any person. Participant agrees not to embark on any self-initiated activity without first informing PAX L.L.C. and/or BLACK MOUNTAIN HUNTS L.L.C. or any of its agents, servants, employees of any intentions to engage such self-initiated activity.

I the Participant hereby acknowledge and understand that the activity which I am about to voluntarily engage in as a participant and/or volunteer bears certain risks and unanticipated risks which could result in injury, death, illness, or disease, physical or mental, or damage to myself, to my property, or to spectators or other third-parties. I the participant, being aware that this activity entails risks or injuries to myself and a risk or injury to spectators or third-parties as a result of my actions, expressly agree, covenant and promise to accept and assume all responsibility and risk for injury, death, illness, or disease, or damage to myself or to my property arising from participation in this activity. I also agree to pay for any damages caused to others (including attorneys' fees and costs) if they are injured or otherwise damaged due to any negligent actions. My participation in this activity is purely voluntary; no one is forcing me to participate, and I elect to participate in spite of the known and unknown risks.

Participant hereby executes this Consent and Release to PAX L.L.C. and/or BLACK MOUNTAIN HUNTS L.L.C. and its agents, servants, employees and any other persons connected with it in said activities of PAX L.L.C. and/or BLACK MOUNTAIN HUNTS L.L.C. which voluntarily release, discharges, waives and

relinquishes any and all actions or causes of actions for personal injury, property damage or wrongful death occurring to participant arising as a result of engaging in said activity or any activities incidental thereto wherever or however the same may occur and for whatever period said activities may continue, and participant for himself/herself, his/her heirs, executors, administrators and assigns hereby releases, waives, discharges and relinquishes any action or cause of action, aforesaid, which may hereafter arise for himself/herself and for his/her estate, and agrees that under no circumstances will he/she or his/hers heirs, executors, administrators and assigns prosecute any of the parties above, or any of their agents, servants, employees and any other persons connected with said activity of PAX L.L.C. and/or BLACK MOUNTAIN HUNTS L.L.C. whether the same shall arise by the negligence of any said persons or otherwise.

Participant also agrees for himself/herself, his/hers heirs, executors, administrators and assigns, that in the event any claims for personal injury, property damage or wrongful death shall be prosecuted against PAX L.L.C. and/or BLACK MOUNTAIN HUNTS L.L.C. and its agents, servants, employees and other persons connected with PAX L.L.C. and/or BLACK MOUNTAIN HUNTS L.L.C. for any acts of participant , he/she shall indemnify and save them harmless from any and all said claims or causes of action by whomever or wherever made or presented.

I grant permission to PAX L.L.C. and/or BLACK MOUNTAIN HUNTS L.L.C. or any of its agents, servants, employees and other persons connected with PAX L.L.C. and/or BLACK MOUNTAIN HUNTS L.L.C. to use any photographs, video, or any other media recorded of myself, my game, my possessions, etc. for advertisement, publication, etc. in any capacity. I also release any of the above mentioned media that I might submit to the above mentioned parties as well.

Participant acknowledges having read the foregoing paragraphs, that he/she has been fully and completely advised of the potential dangers incidental to the hunting activities, and is fully aware of the legal consequences attendant to signing/executing the Consent and Release. My signature below indicates that I have read this entire document, understand it completely and agree to be bound by its terms.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Driver's License Number

\_\_\_\_\_  
Ok. Captive Feral Swine Hunting license number

\_\_\_\_\_  
Guardian printed name

\_\_\_\_\_  
Guardian signature