

## Release and Waiver of Liability

### PLEASE READ CAREFULLY! THIS IS A LEGAL INDENTURE THAT AFFECTS YOUR LEGAL RIGHTS!

This Release and Waiver of Liability (the "Release") executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by \_\_\_\_\_ (the "Participant") in favor of Backcountry Hunters & Anglers, a nonprofit corporation, their directors, officers, employees, volunteers and agents (collectively, "BHA").

The Participant hereby freely, voluntarily, and without duress executes this Release under the following terms:

The Participant hereby freely, voluntarily, and without duress executes this Release under the following terms:

**Release and Waiver.** Participant does hereby release and forever discharge and hold harmless BHA and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Participant's Activities with BHA.

Participant understands that this Release discharges BHA from any liability or claim that the participant may have against BHA with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Participant's Activities with BHA, whether caused by the negligence of BHA or its officers, directors, employees, or agents or otherwise. Participant also understands that BHA does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness, or property damage.

1. **Medical Treatment.** Participant does hereby release and forever discharge BHA from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Participant's Activities with BHA.
2. **Assumption of the Risk.** Participant understands that the Activities include hiking in treacherous or uneven terrain and adverse weather conditions and transportation to and from the hiking sites. Participant hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases BHA from all liability for injury, illness, death, or property damage resulting from the Activities.
3. **Insurance.** The Participant understands that, except as otherwise agreed to by BHA in writing; BHA does not carry or maintain health, medical, or disability insurance coverage for any Participant.

**Each Participant is expected and encouraged to obtain his or her own medical or health insurance coverage. Each participant is also expected and encouraged to understand their mental and physical ability and take precautionary steps to maintain a favorable fitness regime.**

1. **Photographic Release.** Participant does hereby grant and convey unto BHA all right, title, and interest in any and all photographic images and video or audio recordings made by BHA during the Participant's Activities with BHA, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.
2. **Other.** Participant expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of their respective state, and that this Release shall be governed by and interpreted in accordance with the laws of each state. Participant agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

IN WITNESS WHEREOF, Participant has executed this Release as of the day and year first above written.

Printed Name \_\_\_\_\_

Phone: \_\_\_\_\_

Signature: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_