



NICK KUELKEN
Box 377, Fort Assiniboine, AB Canada T0G 1A0
Cell: 780-284-2775
E-mail: mistyriveroutfitters@hotmail.ca
Web: www.mistyriveroutfitters.com

WAIVER, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT
PLEASE READ CAREFULLY

WARNING: BY SIGNING THIS AGREEMENT YOU GIVE UP THE RIGHT TO SUE FOR INJURY OF DAMAGES, HOWSOEVER CAUSED.

MISTY RIVER OUTFITTERS, (hereinafter referred to as, "The Outfitter") and employees, representatives, officers and agents (hereinafter referred to collectively as "The Outfitter Employees").

I, _____ hereby sign this agreement on behalf of myself, my personal representatives, heirs and assigns.

I agree as a precondition to my participation in a hunting activity organized by "The Outfitter" and conducted by "The Outfitter" and or "The Outfitter Employees", and in further consideration of "The Outfitter" allowing me to do so, to be strictly bound by the terms of this waiver, Assumption of risk and indemnity Agreement (hereinafter referred to as "This Agreement").

I acknowledge the hunting activities involve **INHERENT RISKS** that may cause **SERIOUS INJURY AND POSSIBLE DEATH TO PARTICIPANTS**. I further recognize that hunting activities involve **ADDITIONAL RISKS AND DANGERS**.

I fully understand the risk and dangers associated with my participation in this hunting activity and **ACCEPT SAME ENTIRELY AT MY OWN RISK**.

I hereby **WAIVE ANY AND ALL CLAIMS** which I may have against "The Outfitter" and "The Outfitter Employees" and **RELEASE "The Outfitter" AND "The Outfitter Employees"** from **ALL LIABILITY** for injury, death, property damage or any other loss sustained to me as a result of my participation in this hunting activity, **DUE TO ANY CAUSE WHATSOEVER** including without limitation, negligence on the part of "The Outfitter" or "The Outfitter Employees". I further **AGREE TO INDEMNIFY "The Outfitter" and "The Outfitter Employees"** for any and all legal fees (on a solicitor and his own client basis) or costs which may be incurred in defending any lawsuit or claim I bring against them.

I appreciate that "This Agreement" applies whether "The Outfitter" is at fault or not and it limits the liability of "The Outfitter Employees" to the same extent as it limits the liability of "The Outfitter" even though "The Outfitter Employees" are not formal parties to "This Agreement". I understand that "The Outfitter" in securing execution of "This Agreement" by myself, is acting as agent or trustee on behalf of or for the benefit of "The Outfitter Employees", who shall to this extent be or deemed to be parties to "This Agreement".

I HAVE READ AND UNDERSTAND THIS AGREEMENT. I UNDERSTAND THAT THIS DOCUMENT CONTAINS A PROMISE NOT TO SUE "The Outfitter" OR "The Outfitter Employees" AND A RELEASE AND INDEMNITY FOR ALL CLAIMS.

Date

Witness

**Signature of Participant/Parent/
Guardian**