

Hometown Hero Outdoors

Release, Indemnification and Hold Harmless Agreement

In consideration of participation in **Hometown Hero Outdoors (HHO)**, outdoor activities to include hunting, fishing and or any activity sanctioned or affiliated with HHO, I hereby agree to release and discharge from liability arising from negligence **Hometown Hero Outdoors**, and its owners, directors, officers, employees, agents, volunteers, field staff, participants, and all other persons or entities acting for them (hereinafter collectively referred to as "Releasees"), on behalf of HHO or myself and my children, parents, heirs, assigns, personal representatives and estate, and also agree to the following:

1. I acknowledge that the activities that I am engaged in with HHO, involve unanticipated risks which could result physical or emotional injury, paralysis or permanent disability, death or property damage. Risks include, but are not limited to, death or serious injury as a result of being hurt due to equipment malfunction; hearing loss; loss of vision; broken bones, bruises and other bodily injuries caused by falls; medical conditions resulting from physical activity, and damaged clothing or other property. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.
2. I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the Releasees. My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if anytime I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation.
3. I hereby voluntarily, release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity, or my use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct. Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
4. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume and bear the costs of all risks created, directly or indirectly, by any such condition.
5. In the event that I file lawsuit, I agree to do so solely in the state where Releasees' activities had occurred. I further agree that the substantive law of the state shall apply.
6. I agree to abide and be held liable by all laws associated with activities hosted by HHO or with persons hosting activities with HHO. I hold myself responsible for any legal expenses for violations incurred by my actions.

7. I agree that HHO and its persons operating under their control may ask for dismissal of my participation and I will agree to do so.
8. I agree that if any portion of this agreement is found to be voided or unenforceable, the remaining portions shall remain in full force of effect.

By signing this document, I agree that if I am hurt or my property is damaged during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim or negligence.

Photo Release:

_____ I grant to **Hometown Hero Outdoors**, its representatives and employees the right to take photographs of me and my property in connection with the above-identified activities. I authorize **Hometown Hero Outdoors**, its assigns and transferees to copyright, use and publish the same in print and/or electronically. I further agree that **Hometown Hero Outdoors** may use such photographs of me with or without my name, including for example such purposes as publicity, illustration, advertising, and web content.

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain. **I have read and understood this document and I agree to be bound by its terms.**

Signature _____ Print Name _____

Address _____ City _____ State _____ Zip _____

Phone _____ Date _____

In consideration of _____ (minor name) being permitted in this activity, I further agree to indemnify and hold harmless Releasees from any claims alleging negligence which are brought by or on behalf of minor or are in way connected with such participation by minor.

Parent/Guardian _____ Print Name _____ Date _____

Emergency Contact:

Name _____ Phone _____