

**TIMBER HILLS LAKE HUNTING PRESERVE
WAIVER AND RELEASE FORM AND PARTICIPANT AGREEMENT**

In consideration of the services of Timber Hills Guide/Recreational & Outfitter Services, their officers, agents, employees, stockholders, and all other persons or entities associated with those businesses (hereinafter collectively referred to as "the Outfitter"), I agree as follows:

Although the outfitter has taken reasonable steps to provide you with appropriate equipment and skilled guides so you can enjoy an activity for which you may or may not be skilled, we remind you; this activity is not without risk. Certain risks cannot be eliminated without destroying the unique character of this activity. The same elements that contribute to the unique character of this activity can be causes of loss of or damage to your equipment, accidental injury or illness, permanent trauma, or death. We do not want to frighten you or reduce your enthusiasm for this activity, but we do think it is important for you to know in advance what to expect and to be informed of the inherent risks.

HOLD HARMLESS CLAUSE TO PARTICIPANT AGREEMENT:

I, for myself, my heirs, successors, executors, and subrogors, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS ("indemnify" meaning to protect by reimbursement or payment) the Outfitters owners, agents, and employees, with respect to any and all claims, actions, causes of action, liabilities, suits, expenses (including costs and reasonable attorney's fees) and NEGLIGENCE OF ANY KIND OR NATURE, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me or my property in any way connected with my participation in these recreational activities or my use of the Outfitters equipment or facilities. I AGREE that neither I, nor anyone acting on my behalf, will make a claim of any kind against the Outfitter, the owner of any leased private lands, the United States Forest Service, National Park Service, BLM, or any governmental agency whose property any scheduled activity may be required to utilize, for any damage, injury, paralysis, or death to me or my property.

I am aware that this activity entails risks of injury or death to myself. I understand that the description of these risks is not complete and that other unknown or unanticipated risks may result in injury or death. I agree to assume responsibility for the risks identified herein and those risks not specifically identified. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of the risks.

I certify that I am fully capable of participating in this activity. Therefore, I assume full responsibility for myself, including my minor children, for bodily injury, death and loss of personal property and expenses thereof as a result of those inherent risks and dangers or any negligence in participating in this activity.

I have read, understood, and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon myself, my heirs, assigns, personal representatives, estates, and for all members of my family, including any minors accompanying me. I acknowledge I am not relying on any oral, written, or visual representations or statements made by the Outfitter, including those made in brochures or other promotional material, to induce me to participate in this activity.

Signature or Participant: _____ Print Name _____

If under 18, Signature
Of Parent or Guardian: _____ Print Name _____

Address _____

Phone Number(s) _____ Date _____

HUNTER UNDERSTANDS AND AGREES THAT KANSAS HUNTING REGULATIONS PREVAIL