

RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

Activity or Event: _____ (hereinafter "Activity" or "Event"). **Date:** _____

I acknowledge that the above-referenced Activity or Event may involve risks associated with potentially dangerous conditions. These risks and conditions may test my physical and mental limits. These risks include the potential for death, serious injury, and property loss. The risks also include, but are not limited to, those caused by or associated with difficult and uneven terrain, firearms, ammunition, open water, dehydration, cooking outdoors, primitive or poorly-maintained (or un-maintained) facilities, darkness, temperature extremes, rapidly-changing weather or harsh weather, physical and mental condition of participants, heavy equipment, vehicular traffic, trailers, boats, off-road vehicles, wild animals, actions of other people including, but not limited to, participants, volunteers, spectators, guides, Event officials, and/or producers of the Event. These risks are present for participants and volunteers.

I further understand that hunting with firearms (and hunting with other persons who possess firearms) presents risks and dangers. These risks and dangers can be reduced, but not entirely eliminated, by observing hunter safety and gun safety rules.

I further understand that my participation in this OHT Event is as a permissive licensee. OHT may revoke that permissive license at any time and for any reason, or for no reason at all, within its sole discretion. I understand that OHT is a non-profit entity with little or no financial assets and that I am dealing solely with OHT and not its directors, representatives, agents, volunteers, or employees in any of their individual capacities.

I certify that I have successfully completed a hunter safety program and/or have obtained a valid North Carolina hunting license and valid federal duck stamp [for those hunting ducks as part of the Activity or Event].

I certify that I am physically fit and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in this Activity or Event.

I acknowledge that this Release of Liability and Assumption of Risk Agreement will be used by the Event holders, sponsors, and organizers of the Activity or Event in which I may participate, and that it will govern my actions and responsibilities at said Activity or Event.

In consideration for accepting my registration and for permitting me to participate in this Event, I hereby agree and proclaim for myself, my executors, administrators, heirs, next of kin, personal representatives, successors, and assigns as follows:

(A) I WAIVE, RELEASE, AND DISCHARGE OHT Outfitters; Dane and Sandra Horrell; The YMCA of the Triangle; Harold Cooley; Long Meadow Hunt Club; Brent Leggett; North River Farms; Chuck Duncan; John Linderman; 1804 Partners, LLC; Scuppernong Group LLC; Liliias Morrison; Jennifer Frost; Amos and Imogene Adcock Farm c/o Al Adcock; Providence Baptist Church of Raleigh, North Carolina; George and Caleb Batts; Betty Warfield and each of his/her/its/their directors, trustees, officers, managers, employees, volunteers, contributors, donors, owners, representatives, agents, heirs, and the successors and assigns of the aforementioned (hereinafter all of these persons and entities are collectively referred to as the "Released Parties") to the fullest extent permitted by law from any and all claims, liabilities, damages, and causes of action of any nature whatsoever, whether known or unknown, including but not limited to any negligence or fault of the Released Parties relating to or arising out of the Activity or Event or travel to and from the same.

(B) I HEREBY ASSUME ALL OF THE RISKS of relating to or arising out of this Activity or Event or travel to and from the same, both known and unknown, including by way of example and not limitation, any risks that may arise from negligence on the part of any of the Released Parties; or from any dangerous or defective equipment or property the Released Parties may own, maintain, or control; or from activities or conditions that could otherwise present liability to the Released Parties without fault.

(C) I INDEMNIFY and HOLD HARMLESS the Released Parties from any and all claims, liabilities, damages (including reasonable attorneys fees, expenses, and costs), and causes of action of any nature whatsoever including but not limited to any negligence or fault of the Released Parties, incurred in defense or prosecution of any claim, litigation, or arbitration relating to or arising out of the Activity or Event or travel to and from the same.

I acknowledge that the Released Parties are NOT responsible for the errors, omissions, acts, or failures to act of any party(ies) or entity(ies) assisting with or conducting any portion of the Activity or Event on behalf of the Released Parties.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this Activity or Event.

I understand that during this Activity or Event, I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the Event holders, producers, sponsors, organizers, and assigns.

This Release of Liability and Assumption of Risk Agreement is intended to be construed broadly and shall release and waive to the maximum extent permissible under applicable law my claims as to the Released Parties.

I CERTIFY THAT I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Print Participant's Name Age Signature (if under 18 years old, Date
Parent or guardian must also sign below)

PARENT / GUARDIAN WAIVER FOR MINORS (Under 18 years old)

The undersigned parent or legal guardian does hereby represent that he/she is, in fact, acting in such capacity, has consented to his/her child or ward's participation in the Activity or Event, and has agreed individually and on behalf of the child or ward, to the terms of the Release of Liability and Assumption of Risk Agreement, as set forth above.

The undersigned parent or legal guardian further agrees to save and hold harmless and indemnify each and all of the Released Parties referred to above from all liability, loss, cost, claim, or damage whatsoever which may be imposed upon said Released Parties because of any defect in or lack of such capacity to so act and release said Released Parties on behalf of the minor and the parents or legal guardian.

Print Participant's Name Age Signature of Parent or Legal Guardian Date