

HIGH MOUNTAIN HUNTS®

Release of Liability Agreement and Acknowledgment and acceptance of Dangers, Risks and Hazards of Hunting or Fishing

THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS, PLEASE READ CAREFULLY.

I hereby acknowledge and I have knowingly and willingly scheduled hunting and/or fishing trip to pursue for food or sport through **HIGH MOUNTAIN HUNTS**, a Texas company and other operators, agents and assigns.

I further acknowledge and understand that no warranty, either expressed or implied, is made by **HIGH MOUNTAIN HUNTS** or any operator, agents or assigns as to abundance, condition, quality or size of trophies that the client is attempting to hunt, pursue, harvest, collect, kill or take (unless otherwise stated in the Hunting Contract), the condition of hunting lands upon which hunting is conducted, or any roads, buildings, gates or improvements, or of any abundant condition of game. I understand that no warranty, either expressed or implied, is made by **HIGH MOUNTAIN HUNTS** regarding weather related events such as extreme temperature variations, rain, snow, sleet, wind and other conditions that may affect the outcome of hunting/fishing. This document is sufficient warning that dangerous conditions, risks and hazards do exist while traveling in, to, and from world locations. My presence and activities expose both me and my property to dangerous conditions, risks and hazards, including but not limited to kidnapping, contact with religious extremist, poisonous snakes, insects and spiders; blinds and tree stands, whether or not erected by operators; erosion and general condition of the land, both on and off roadways creating rough, hazardous and dangerous driving and walking conditions; animals both wild and domestic that may be diseased and/or potentially dangerous; deep water; persons with firearms; and the use of boats and vehicles or any other unmentioned risk. I hereby state that I expressly assume all such dangers, risks and hazards.

In consideration for the right to participate, I hereby release and agree to protect, and hold harmless **HIGH MOUNTAIN HUNTS** and their respective agents, owners, employees, and assigns from and against any and all claims, demands, causes of action and damages including attorneys' fees, resulting from my trip to location and the use of any property and all improvements thereon in my travel; whether or not caused by negligence or operators or their employees, owners, agents or assigns. I also hereby release **HIGH MOUNTAIN HUNTS** and its operators and their agents, owners, employees and assigns from any claims, causes of action and damage resulting from their negligence in obtaining or procuring for me any permits, certificates, licenses or other documents from any governmental body necessary or appropriate for hunting or travel.

Notice of Enforcement: This Release applies during the time I am in any location in the world or traveling to and from. I hereby further covenant and agree that I, my heirs, successors and assigns will not make any claim or institute any suit or action at law or in equity against **HIGH MOUNTAIN HUNTS** or its operators or their respective heirs, agents, representatives, employees, owners, successors or assigns.

This Release of Liability Agreement is entered into in Tarrant County, Texas and its validity, interpretation and legal effect will be governed by the laws of the State of Texas. I hereby agree that any action or other proceedings of any kind arising from or relating to this Release of Liability Agreement, the services of which it relates, or any other dealings between myself and **HIGH MOUNTAIN HUNTS**, including but not limited to any action or other proceedings of any nature against **HIGH MOUNTAIN HUNTS** or its operators, their owners, employees, agents and assigns, SHALL be brought exclusively in the County, State or Federal Courts in Tarrant County, Texas and not elsewhere. This Release Agreement shall be construed in accordance with the laws of the State of Texas

As used in this Release, the terms I, me, my person and myself includes any minors in my care while on my travels, in, to and from any location in the world.

If any portion of this Agreement is found to be unenforceable, the remainder of the Agreement shall continue in full force and effect.

In signing this Release of Liability, contracting party agrees that he/she has read, understands and accepts the **HIGH MOUNTAIN HUNTS'** Terms and Conditions, and Know Before You Go documents.

Dated and Signed this the ____ day of _____ 20__.

(Client's Signature)

(Printed Name)

(Address)

(City, State, Zip, Country)