

**PLEASE COMPLETE AND RETURN ON ARRIVAL OF YOUR HUNT**

**AGREEMENT & RELEASE**

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**DO NOT SIGN THIS AGREEMENT  
UNTIL YOU HAVE READ AND UNDERSTAND IT COMPLETELY**

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To: DOUBLE H OUTFITTERS LLC

From: \_\_\_\_\_(your name)

I execute and submit this Release and Waiver Agreement (the "Agreement") to Double H Outfitters, LLC ("Double H") in connection with a guided hunt to shoot game (the "Hunt") on Double H properties (hereinafter collectively referred to as the "Properties") with a guide supplied by Double H as set forth below (the Double H Guide) on the dates as are set forth below (the "Dates") or as otherwise agreed by the parties (Properties for purposes hereof shall include, without limitation, any lodging where I may stay during the Hunt which is provided by Double H or an affiliate or contractor of Double H). I am making the representations, disclosures, and agreements set forth in this Agreement so that I may participate in the Hunt. I understand that this is an important legal document relating to my participation in the Hunt and that by signing this Agreement I waive certain legal rights that I otherwise might have against Double H, its parent or affiliates, its employees, agents, contractors and the Guide. I also understand that I have an opportunity to review this Agreement with an attorney of my choice.

**A. ACKNOWLEDGEMENTS, REPRESENTATIONS AND WARRANTIES**

1. I acknowledge that I am an experienced hunter and understand that hunting can be a challenging, demanding and strenuous physical activity. I represent and warrant that I am in excellent physical condition. I represent and warrant that I am capable of performing any activities that might be required of me in connection with the Hunt. I further acknowledge that I am experienced at handling firearms (or bows, including crossbows, if I intend on engaging in bow hunting as well as or in lieu of firearms) and am aware of the danger that could occur while engaged in a hunt and handling firearms and/or bows, as the case may be, and assume full responsibility for my shooting capabilities and for any accidents that may occur during the Hunt as is more fully set forth below.
2. I acknowledge that I, alone, am responsible for maintaining insurance policies to cover any harm I may suffer in or in connection with the Hunt.
3. In case of an emergency, I authorize Double H to arrange for or otherwise provide medical assistance to me as Double H may determine to be necessary. I also authorize any licensed physician, health care personnel or medical facility to provide any medical or surgical care

(including, without limitation, the use of anesthetics) and to hospitalize me, as such licensed physician, health care personnel or medical facility determines necessary or advisable, pending receipt of a specific consent from me. I also authorize any reasonably necessary care by paramedics, emergency medical technicians, or other first responders. In connection with the foregoing, I also agree to execute a copy of the Emergency Medical Release attached hereto as Exhibit A, which is incorporated herein as if set forth here in full, and therefore forms a part of this Agreement.

4. I understand that during the Hunt I will follow all the instructions of the Guide or any other employee of Double H. I agree to pay for any animal in full that I shoot whether it is possible to find the animal or the animal escapes. I also understand that the cost/trophy status of an animal that I shoot is at the sole determination of the Guide and Double H. The cost of the animal's shot are as set forth on Exhibit B attached hereto.

## **B. ASSUMPTION OF RISK**

1. I understand that the Hunt may involve activities that are or may become hazardous and dangerous and that may expose me to risks of serious physical injury or even death. Such activities may include, traveling in rough terrain via automobiles supplied by Double H or hiking over very rough terrain as well as tracking and shooting game. I understand the risks of participating in such activities as noted above, and I acknowledge that while conduct that gives rise to such situations might otherwise constitute an actionable tort or give rise to other claims or causes of action, I have freely consented to such conduct and have assumed the risks thereof. I ALSO UNDERSTAND THAT DOUBLE H HAS MADE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING MY QUALIFICATIONS, ABILITY OR FITNESS TO PARTICIPATE IN THE HUNT, AND THAT THE WAIVERS, RELEASES AND INDEMNITIES CONTAINED IN THIS AGREEMENT AND ANY OTHER AGREEMENT THAT I HAVE EXECUTED OR MAY EXECUTE IN THE FUTURE RELATED TO THE HUNT EXPRESSLY APPLY TO MY PARTICIPATION IN OR PRESENCE AROUND ANY SUCH ACTIVITIES AND ON THE PROPRIETIES.

2. I understand that Double H, directly or through others, may provide various services and equipment in connection with the Hunt. I acknowledge that no one has made any warranties whatsoever with respect to any such equipment and services, and that there are no warranties of any kind from anyone regarding fitness or suitability for use of any such equipment and services for any purpose in connection with the Hunt. I waive any right I otherwise might have to warnings or instructions regarding any aspect of the Hunt or any equipment or services utilized in connection with the Hunt. I also understand that the use of any such equipment and services involves risk, I agree that I shall use any such equipment and services at my own risk, and I acknowledge that the waivers, releases, and indemnities contained in this Agreement and any other Agreement that I have executed or may execute in connection with the Hunt expressly apply to my use of any such equipment and services.

3. I acknowledge and agree that any medical procedures offered to me in connection with my participation in the Hunt may involve risks of complications, infection, disfigurement, injury or even death, that no warranty or guarantee has been made as to the result of any such procedures, and that I assume all risks with respect thereto. I also acknowledge and agree that no warranty,

representation or guarantee has been made as to the qualifications or credentials of the medical professionals who may perform such procedures, or their ability to diagnose medical conditions that may affect my fitness to participate in the Hunt. I acknowledge and agree that should I undergo any medical treatment or procedures by any medical professional, whether or not provided by Double H, Double H shall not be responsible for any costs in connection with or arising from such treatment or procedures.

4. I acknowledge that the foregoing is not an exhaustive list of the risks, hazards and dangers to which I may be exposed as a result of my participation in the Hunt. I accept and assume any and all risks, hazards and dangers regardless of whether they are detailed in this Agreement and release and waive any claims that I may have hereafter have against the Released Parties (as such is defined below) in connection with the Hunt and I acknowledge that the waivers, releases and indemnities in this Agreement and any other agreement that I have executed or may execute in connection with the Hunt, apply to all such risks, hazards and dangers.

### **C. RELEASE, COVENANT NOT TO SUE AND INDEMNITY**

1. To the maximum extent permitted by law, I unconditionally and irrevocably release and forever discharge each of the Released Parties from, and covenant not to sue or institute any other legal proceedings against any of the Released Parties for, any and all claims, actions, damages, liabilities, losses, costs and expenses of any kind (including, without limitation, attorneys' fees and costs) arising out of, resulting from, or by reason of my participation in or in connection with the Hunt or on the Proprieties, including, without limitation, any travel I undertake in connection with my participation in or in connection with the Hunt, on any legal or equitable theory whatsoever (including, without limitation, negligence, fraud, misrepresentation, rights of privacy and publicity, defamation, false light, infliction of emotional distress, breach of contract, copyright infringement, and claims based on dissatisfaction with any prize) (collectively, the "Released Claims"). The Released Claims specifically include, without limitation, any claims, actions, damages, liabilities, losses, costs and expenses of any kind resulting the actions of any other third party, including any animal, at any time, or from any defect in or failure of equipment, warnings or instructions and whether or not caused by or arising out of the negligence, gross negligence, or intentional conduct of any of the Released Parties. The term "Released Parties" shall mean and refer to Double H, all persons and entities connected with the Hunt, the parents, subsidiaries, affiliates, licensees, successors and assigns of each of the foregoing, each of their respective directors, officers, employees, agents, contractors, partners, shareholders, representatives and members, and each of their respective heirs, next of kin, spouses, guardians, legal representatives, executors, administrators, successors, licensees and assigns.

2. This Agreement shall be deemed to be entered into in Nebo, Illinois and shall be governed by and interpreted in accordance with the substantive laws of the State of Illinois without regard to that state's choice of law provisions. I consent to the exclusive personal jurisdiction and venue of any state or federal court located in Illinois to the extent that any court proceedings are commenced.

I HAVE HAD AMPLE OPPORTUNITY TO READ, AND HAVE IN FACT READ, THIS ENTIRE AGREEMENT. I HAVE ALSO HAD AN OPPORTUNITY TO REVIEW IT WITH AN ATTORNEY OF MY CHOICE SHOULD I ELECT TO DO SO. I FULLY UNDERSTAND ALL OF MY RIGHTS, OBLIGATIONS, PROMISES AND AGREEMENTS, INCLUDING, WITHOUT LIMITATION, THE RIGHTS THAT I HAVE GRANTED AND THE RELEASES I HAVE MADE.

SIGNED: \_\_\_\_\_

DATED: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Print your name and address

NAME OF GUIDE: \_\_\_\_\_

DATE(S) OF HUNT: \_\_\_\_\_

**EXHIBIT A**

**EMERGENCY MEDICAL RELEASE**

IN CASE OF EMERGENCY, I authorize Double H Outfitters, LLC, and its respective agents, employees, representatives, and contractors, to arrange for or provide such medical assistance to me as any of them determines to be necessary.

IN CASE OF EMERGENCY, I also authorize any physician, other medical or paramedical provider, and any medical facility to provide any medical or surgical care, including without limitation anesthetization and hospitalization, which any of them may determine to be necessary or advisable, pending receipt of a specific consent from me.

SIGNED: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
Print your primary Physician's name

\_\_\_\_\_  
Print your current Physician's telephone number

**EMERGENCY CONTACT INFORMATION:**

\_\_\_\_\_  
Print your Emergency Contact's Name

Relationship: \_\_\_\_\_

Phone Numbers:

Home:(\_\_\_\_\_) \_\_\_\_\_ Work:(\_\_\_\_\_) \_\_\_\_\_ Cell:(\_\_\_\_\_) \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**EXHIBIT B**

**SERVICES PROVIDED**

Type of Hunt: \_\_\_\_\_

Food Provided: \_\_\_\_ Yes \_\_\_\_ No

Lodging Provided: \_\_\_\_ Yes \_\_\_\_ No

Guided: \_\_\_\_ Yes \_\_\_\_ No

Dates of Hunt: \_\_\_\_\_

Cost of Hunt: \_\_\_\_\_

**CANCELLATION & REFUND POLICY**

If you make a deposit on a hunt and you have to cancel, you lose your deposit and any other money paid to date. However, it is our policy that if you make deposit on a hunt and then have to cancel and we are able to book a replacement hunter at the regular hunt cost, we will refund or roll your deposit to a future hunt, which is at our discretion depending on the hunt you have booked.

Should Hunter, by Hunter's own choice or circumstance, not attend the hunt, Hunter may be allowed by Double H, at Double H's sole discretion, to transfer funds allocated to the Hunt to another Hunt offered by Double H in the event there is availability. In the case of such transfer, Hunter agrees to pay a rebooking fee equal to 20% of the cost of the original hunt before being rebooked onto another hunt. Payments made by Hunter to Double H are not subject to refund under any circumstances. All rebooking or resale requests must be emailed to Double H.