

UGUIDE & FAULKTON PHEASANT HUNTING - WAIVER RELEASE & NO-COMPETE AGREEMENT

Please read carefully before signing.
This is a release of liability and waiver of certain legal rights.

In consideration for my being permitted to participate in the activities of Pheasant Hunting, I agree to the following Waiver and Release:

I acknowledge that Pheasant Hunting has inherent risks, hazards and dangers for anyone, that cannot be eliminated, particularly in a wilderness environment. I UNDERSTAND THAT THESE RISKS, HAZARDS AND DANGERS INCLUDE WITHOUT LIMITATION:

1. The risk of handling firearms and being near others that have firearms in their possession;
2. The risk of injury from ammunition and shot from other guns;
3. Walking in rugged country, including encounters with wildlife, animals and insects;
4. Inclement weather conditions;
5. The risk of injury from riding on an all terrain vehicle (ATV) or any vehicle used off the paved road;
6. The risk of injury from hunting on agricultural properties.

I understand the risks, hazards and dangers as described above and have had the opportunity to discuss them with Chris Hitzeman, herein referred to as "UGUIDE" or Jerry Vogeler, herein referred to as "Owner". I understand that these activities may require good physical conditioning and a degree of skill and knowledge. I believe I have that good physical conditioning and the degree of skill and knowledge necessary for me to engage in these activities safely. I understand that I have responsibilities. 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 AM VOLUNTARILY USING THE SERVICES OF UGUIDE WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS OR DEATH.

Lastly, I, for myself, my heirs, successors, executors and subrogees, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS UGUIDE, their directors, officers, agents, employees and volunteers from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorneys' fees) which are related to, arise out of, or are in any way connected with my participation in this activity including, but not limited to, 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 as a result of my engaging in these activities or the use of these services, animals or equipment, whether such damage, loss, injury, paralysis or death results from negligence of Pheasant Hunting or from some other cause. I, for myself, my heirs, my successors, executors and subrogees, further agree not to sue UGUIDE as a result of any injury, paralysis or death suffered in connection with my use and participation in the activities of Pheasant Hunting.

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE AGREEMENT, INCLUDING 12 SAFETY POINTS ON PAGES 3 AND 4 OF THIS DOCUMENT. * = Required Fields. (Note: Forgery puts burden of Liability on Forger)

*
Position ID in This Area When Scanning

* _____
Guest Signature Date Signed
* _____
Guest Print Name
* _____
Mailing Address
* _____
City State Zip
* _____
Group Coordinator Last Name

**RELEASE AND WAIVER OF LIABILITY
AND ASSUMPTION OF THE RISK
INDEMNITY AGREEMENT**

The undersigned hereby finally and irrevocably releases and discharges Jerry and Susan VOGELER of Fort Pierre, South Dakota, and their staff, agents, employees, and other persons acting on behalf of them, or any contractors, lessors, lessees of Vogeler, or any person for whom Vogeler is acting, hereinafter referred to collectively as VOGELER, from any claim, lawsuit, or cause of action of any sort whatsoever in any way arising from or related to any hunting or shooting related activity sponsored by VOGELER.

The undersigned recognizes that hunting/shooting is a potentially dangerous activity which could result in serious bodily injury or death. The undersigned further recognizes that there may be obstructions on the land which could cause injury. I acknowledge and recognize that there is a risk, and I willingly assume it. This release is given in consideration of any hunting/shooting opportunity granted to the undersigned by said VOGELER.

To the extent that the undersigned is a minor, the undersigned releases VOGELER from any liability in the same manner as though the undersigned were an adult. To the extent that the undersigned is an adult accompanied in any hunting activity by a minor child, the undersigned hereby executes this release on behalf of said minor child and agrees to indemnify VOGELER for any damage, claim, or cause of action made by said minor against VOGELER. The undersigned hereby agrees to take full and adequate steps to ensure that any minor child accompanying the undersigned on any hunting activity sponsored by VOGELER has been adequately trained in hunting and shooting safety and represents to Vogeler that such training has occurred. The undersigned further agrees to supervise the minor at all times during the hunting activity.

This release and waiver shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF THE RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED AND FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Dated this ____ day of _____, ____.

(Please Print Name)

(Guest Signature)

Mail Address

Mail City, State & Zip

Telephone Number

WITNESS: _____

If under eighteen years of age, parent, guardian or custodian must sign the following indemnification:

INDEMNIFICATION

In consideration for the above minor being permitted by UGUIDE to participate in the activities of pheasant hunting which include, without limitation, the use of its services, I agree to the following waiver, release and indemnification:

The undersigned parent, guardian or custodian of the above minor, for himself/herself and on behalf of said minor, hereby joins in the foregoing Waiver and Release and hereby stipulates and agrees to save and hold harmless, indemnify and forever defend UGUIDE their directors, officers, agents, employees and volunteers from and against any claims, actions, demands, expenses, liabilities (including reasonable attorneys' fees), and NEGLIGENCE made or brought by said minor or by anyone on behalf of said minor, as a result of said minor's participation in the activities of Pheasant Hunting. I, for myself and on behalf of said minor, further agree not to sue UGUIDE as a result of any injury, paralysis or death that said minor suffers in connection with his/her participation in the activities of Pheasant Hunting.

<u>Position ID in This Area When Scanning</u>	*	Signature of Parent, Guardian or Custodian of Minor
	*	Print Name of Minor Date Signed
	*	Witness Date Signed

Instructions for completing & returning waiver & ID's

Waivers - #1). Fill out all required fields on page 1 & 2 completely #2). If you will be the Guardian for a minor complete all fields on page 3 (minors are those under the age of 18 and a minor cannot be the "witness"). #3). Scan all **signed** pages of completed waiver and email to UGUIDE at this email address chris@uguidesdpheasants.com.

ID's and Proof of Discount: #1). For each hunter whether minor or not, I need a valid photo ID that proves that hunters identity and therefore validates the waiver. If you are having trouble coming up with ID for minor I will accept a copy of Birth Certificate. #2). The same goes for Proof of Discount. The first ID may work for that such as for seniors provided the photo ID shows date-of-birth. #3). Position your ID and/or Proof of Discount on Page 1 and Minor ID on Page #2. You May need to add Discount ID as separate page if needed. Email Page 1 and 2 (if minor) to UGUIDE at chris@uguidesdpheasants.com.

UGUIDE will not accept faxed copies of anything since they are not legible. In event you or someone in your group are not able to scan and email the required documents then you should make plans to mail legible copies to a party member that can scan/email them for you. Illegible registration is unacceptable.

NO-COMPETE AGREEMENT

Each member of the hunting party agrees to not solicit (purchase) hunting privileges, for a fee, directly from any pheasant camp owner in the UGUIDE Pheasant Hunting Camp Network. Any member of a hunting party that has booked a hunt through the UGUIDE hunting system and in subsequent years seeks to book with the camp operator directly, outside of the UGUIDE booking system, will be in violation of this agreement and will also subject their hunting group to the violation penalties as well. Penalty for violation of the No-Compete agreement is a lifetime exclusion from the UGUIDE Pheasant Hunting Network of Camps.

SOUTH DAKOTA CODIFIED LAW 20-9-12 TO 20-9-18

WARNING-Under South Dakota law, an owner of property, including lands and waters, who charges individuals an admission price or fee to participate in an agritourism activity on the owner's property, is not liable for injury to or death of a participant in the agritourism activity or damage to the participant's property of the injury or damage resulted from an inherent risk of the agritourism activity. Inherent risks are conditions, dangers, or hazards that are an integral part of the land used for agritourism activity, including surface and subsurface conditions and natural conditions of the land, vegetation, and waters; the behavior of wild or domestic animals; the ordinary dangers of structures or equipment ordinarily used in farming or ranching operations when such structures or equipment are used for farming or ranching purposes; and the potential for you or another participant to act in a negligent way that may contribute to your injury, death or damages. You are assuming the risk of participating in the agritourism activity for which you are entering on or using the owner's land.

INFORMED CONSENT, INDEMNIFICATION, WAIVER AND RELEASE OF LIABILITY

Hunting, by its very nature, can be hazardous. To insure a safe hunt, every person involved must use the utmost care at all times. South Dakota law provides that each hunter is liable for his or her own actions or neglect, stating in SDCL 41-9-9 that: "Any person who is engaged, legally or illegally, in hunting is liable for any injury or death to any person or damages to property caused by the hunter's negligent actions."

As such, each hunter is responsible for his or her own actions, and it is each hunter that owes a duty of care to all others. Because of that, it is imperative that you understand and fully comply with the universal gun safety rules, as follow:

- 1. Learn the Mechanical Characteristics of Your Firearm** - It is important to become thoroughly acquainted with the firearm you intend to use. Know its mechanical characteristics as well as the methods of loading, unloading and carrying it safely. Read the owner's manual for your firearm.
- 2. Treat Every Firearm As If It Were Loaded** - If you treat every firearm, even the ones you know are unloaded, with the same degree of care that you would when it is loaded, you will not only avoid lapsing into bad habits, but you will also set the best example to everyone around you.
- 3. Always! Point the Muzzle in a Safe Direction** - *The rule of thumb is that a "Safe Direction" is any direction that will produce no damage or injury should the firearm discharge.*

4. Keep Your Finger Off the Trigger - Until you are actually ready to shoot, the safest place for your trigger finger is off the trigger and resting alongside the trigger guard. The trigger has one purpose: to fire the gun.

5. Never Rely on a Mechanical Safety - Never use a safety as a substitute for safe handling practices. Like any mechanical device, a mechanical safety might break or fail.

6. Keep Gun Unloaded and Action Open Until Ready to Shoot - A firearm should always be kept unloaded until it is being used, whether at the range or prior to taking to the field in pursuit of wild game. Under no circumstance is it necessary to keep a firearm loaded before a hunt begins, after a hunt ends, or while in a vehicle of any kind.

7. Know Your Target and What's Beyond It - Whether on the range, in the field, or in the midst of a life-threatening situation, you must be absolutely certain of your target and the background beyond. If you don't know what your bullet will strike, don't shoot.

8. Use Only the Correct Ammunition for Your Firearm - Always be sure the ammunition you are carrying is correct for the firearm you intend to use. Never carry mixed ammunition by caliber or gauge.

9. Know What to Do in the Event of a Misfire - When a cartridge fails to fire, for whatever reason, remember to keep the muzzle pointed in a safe direction and never put your face close to the breech. Carefully open the action, unload the firearm and dispose of the faulty cartridge in a safe manner.

10. Wear Protective Equipment - Use of shatterproof protective glasses and hearing protection is strongly advised, and could save your vision and hearing. In addition, hunter blaze orange clothing will help insure your safety while in the field.

11. Keep Firearm Free from Obstructions and Well Maintained - Always open the action and check to insure that no ammunition is in the chamber or magazine, and that nothing is obstructing the barrel bore. Even small amounts of oil, grease, mud, dirt, or snow can cause extreme and dangerous pressures to build that can cause an injury to you or a companion.

12. Do Not Mix Guns With Alcohol, Drugs, Or Fatigue - Alcohol, drugs and fatigue impair your judgment and your behavior, and they exponentially increase the likelihood of an accident.

In addition to the handling of guns and ammunition, hunting can be dangerous due to hazards of the land itself and hazards associated with farming or ranching operations. While hunting, remember the following:

1. Unimproved land may contain hidden hazards – Land suitable for agriculture and hunting by its nature may contain hidden obstacles, slippery surfaces, rocks and holes that lead to unstable footing. Use caution when negotiating the terrain!
2. Agricultural land may contain domestic livestock or wild animals that may be dangerous if approached. Stay away from animals not intended as a hunting quarry and observe carefully the behavior of any animal in the vicinity. In the event that any animal acts strangely or aggressively, move away carefully and report the situation to the land owner or operator.
3. Farm and ranching operations use machinery that is dangerous! Keep away from all moving machinery and equipment, and do not operate or climb on equipment at any time.