

Birds Unlimited Hunting Club of Long Island, Inc.

P.O. Box 235 • Eastport, New York 11941 • Tel: 631-793-7643

THIS IS A WAIVER OF LIABILITY, RELEASE, ASSUMPTION OF RISK AND INDEMNIFYING AGREEMENT READ BEFORE SIGNING.

NOTE: THIS FORM MUST BE SIGNED BY ANY AND ALL INDIVIDUALS DESIRING TO PARTICIPATE IN ANY ACTIVITY OFFERED BY BIRDS UNLIMITED HUNTING CLUB OF LONG ISLAND, INC., OR ENTER IT'S LEASED OR OWNED PROPERTIES.

RELEASOR'S NAME _____ DATE OF BIRTH _____

In consideration of being permitted to participate in the events of, enter on, or utilize the owned or leased grounds of BIRDS UNLIMITED HUNTING CLUB OF LONG ISLAND, INC., (hereinafter referred to as BUHC), the RELEASOR relinquishes any and all liability for any cause of action for property damage, personal injury or wrongful death of RELEASOR or RELEASOR'S dog(s) arising out of participation in BUHC events, entering on, or utilizing BUHC owned or leased property, whenever or however they occur and for such period that said activities may continue. By this agreement any such claims, rights, and causes of action that RELEASOR may have, are hereby relinquished by the RELEASOR, the RELEASOR'S heirs, executors, and assigns.

RELEASOR assumes all risks inherent in hunting, dog training and related events, and acknowledges and understands that said activities involve risks to both RELEASOR and RELEASOR'S dog(s) including property damage, bodily injury, partial or total disability, paralysis, and death and damages which may arise therefrom. RELEASOR acknowledges full knowledge of such risks. These risks and dangers may be caused by the negligence of the RELEASOR or the negligence of others, including the RELEASEES identified below. It is further acknowledged that there may be risks not known or that are not reasonably foreseeable at this time.

RELEASOR assumes the risks arising from the conditions and use of BUHC leased or owned properties, and acknowledges and understands that included in this waiver is any cause of action, arising from the performance, or failure to perform maintenance, inspection, supervision, or control of said areas, and for the failure to warn of dangerous conditions existing at these events or properties, or negligent supervision or instruction by RELEASEES.

It is the purpose of this agreement to exempt, waive, and relieve RELEASEES from liability for property damage and or personal injury to either RELEASOR or RELEASOR'S dog(s) caused by negligence, including any negligence, if any, of RELEASEES. RELEASEES include BIRDS UNLIMITED HUNTING CLUB OF LONG ISLAND, INC., other participants, event hosts, officials, Field Test Committees, Judges, sponsors, advertisers, owners and operators of leased grounds and or owners and operators of any premises used to conduct any event, and each of them, their officers, directors, agents, and employees.

RELEASOR agrees that if any claim for RELEASOR'S or RELEASOR'S dog(s) involving personal injury or death and or property damage is commenced against RELEASEES, he/she shall defend, indemnify, and save harmless RELEASEES from any and all claims or causes of action by whomever or wherever made or presented for RELEASOR or RELEASOR'S dog'(s) personal injuries, wrongful death and/or property damage.

RELEASOR acknowledges that he/she has been made aware of the club rules and understands that any violation of such rules may result in revocation of membership (whether a daily or annual membership) and forfeiture of any and all fees paid for the membership. RELEASOR shall hold BUHC, its officers, directors and members harmless from any and all claims relating to any disciplinary action, including revocation of membership.

RELEASOR acknowledges that he/she has read the above paragraphs and has not relied upon any representations of RELEASEES, and that he/she is fully advised of the potential dangers of hunting and the use of BUHC leased or owned properties and understands and acknowledges that these waivers and this agreement is permanent and binding as of the date of RELEASOR'S signature and remains in full force in perpetuity.

RELEASOR'S SIGNATURE _____ Date signed _____

PRINT NAME _____