

LIABILITY WAIVER AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING THIS AGREEMENT AS IT AFFECTS YOUR LEGAL RIGHTS. THIS LIABILITY WAIVER AGREEMENT ("Agreement") is made by and between Migrator Valley Outfitters LLC, a North Dakota limited liability Company with its principal place of business at 16681 40th Street Southeast, West Fargo, North Dakota 58078 ("Guide") and the undersigned client ("Client") on the date of execution by the parties prescribed below.

In consideration of the Guide providing snow goose hunting guide services to the Client and the Client being allowed to participate in said guide services, together with the mutual promises and covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Waiver of Liability. The Client explicitly acknowledges the inherent risks and dangers associated with goose hunting and participating in goose hunting guide services provided by the Guide. Risks and dangers are including but not limited to bodily harm and injury, death, temporary or permanent disability, mental anguish and distress, pain and suffering, damage to real property, and damage to personal property, and the Client assumes any and all risks and dangers. Both parties agree to take full responsibility for themselves and any of their minor children and agree to waive, release, and forever discharge one another and their respective owners, members, affiliates, officers, directors, employees, agents, successors, heirs, insurers, and permitted assigns from any and all claims, causes of action, and lawsuits of liability, losses, and damages associated with any bodily harm and injury, death, temporary or permanent disability, mental anguish and distress, pain and suffering, damage to real property, and damage to personal property arising out of or resulting from said services being provided, even if such liability, loss, or damage is caused by the fault or negligence of the other party, solely, jointly, or concurring, or anyone for whom such party may be responsible. This waiver and release shall apply to one another and anyone claiming through or under them by way of subrogation or otherwise.

2. Indemnification. The Client shall defend, indemnify, and hold harmless the Guide and its owners, members, affiliates, officers, directors, employees, agents, successors, heirs, insurers, and permitted assigns from and against any and all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, taxes, costs, and expenses, including reasonable attorney's fees arising out of or resulting from: a. bodily harm or injury, temporary or permanent disability, mental anguish and distress, pain and suffering, and/or death of any person or damage to real property or personal property resulting from the Client's acts or omissions, which includes any and all acts or omissions that are deemed intentional, fraudulent, criminal, reckless, willful, wanton, negligent, or otherwise; and b. the Client's breach of any representation, warranty, or obligation under this Agreement.

3. Representations and Warranties. The Client warrants and represents the following: a. The Client agrees to conduct himself or herself in a lawful and sportsmanlike manner and agrees to exercise reasonable judgment at all times and strictly follow any and all safety and security directions of the Guide during said guide services.

b. The Client agrees to inform the Guide of any health condition that may affect his or her participation in said guide services.

4. Agreement Construction. If any one or more of the terms of this Agreement are deemed to be invalid or unenforceable by a court of law, the validity, enforceability, and legality of the remaining provisions will not, in any way, be affected or impaired thereby; and, notwithstanding the foregoing, all provisions of this Agreement shall be enforced to the extent that is reasonable. This Agreement shall not be modified unless both parties agree in writing. No waiver by either party of any breach of this Agreement shall operate as a waiver of the Agreement itself or any subsequent breach thereof. This Agreement shall be governed by and construed in accordance with the laws of the State of North Dakota. This Agreement incorporates the entire understanding between the parties as to its subject matter and the parties have made no other or additional agreements, oral, in writing, or otherwise, beyond what is contemplated and memorialized in this Agreement.

BOTH PARTIES AGREE THAT THEY HAVE FULLY REVIEWED THIS AGREEMENT AND HAD THE OPPORTUNITY TO SEEK COMPETENT LEGAL ADVICE TO FULLY UNDERSTAND ITS TERMS AND CONDITIONS. THIS AGREEMENT IS A BINDING LEGAL DOCUMENT AND, BY SIGNING THIS AGREEMENT, THE PARTIES FORFEIT CERTAIN LEGAL RIGHTS.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year set forth below.

Migrator Valley Outfitters LLC Client

Signature \_\_\_\_\_

Date \_\_\_\_\_

Printed \_\_\_\_\_



## Hunter Bird Tag Information Sheet

Please Write Legibly as we need to be able to copy onto bird tags!

Name \_\_\_\_\_

Address \_\_\_\_\_

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

Phone number \_\_\_\_\_

Email \_\_\_\_\_

Hunting License Number \_\_\_\_\_

Year of license: \_\_\_\_\_ State/country of issuance \_\_\_\_\_

Signature: \_\_\_\_\_