

Acknowledgment of Risks and Release of ALL Liability to BGS ©



This Contract is between Burbank Guide Service herein referred to as **BGS** also known as **Burbank Enterprises, LLC**, 370 Mc Nary Ridge Road, Burbank, WA 99323, and client, plus their guests and any minor, herein referred to as **Client**.

Please read carefully because this contract is a release of liability and waiver of certain legal rights.

BGS and **Client** agree as follows:

1. **BGS** will facilitate recreational activities and hunting for waterfowl, upland birds and/or other games species in accordance with **Client** booking. **BGS** does not guarantee a full legal bag limit. **BGS** may limit the size of a flock of birds to be hunted. **BGS** shooting times may be after beginning or before end of legal hours, whether or not a full legal bag limit has been obtained. Clients will respect the direction of **BGS** personnel in all regards. Hunting is an activity with no guarantees **BGS** makes nor representations expressed or implied ;(1) The condition, safeness, usability, fitness of properties or equipment used. (2) Guides performance. (3) The availability of wildfowl. (4) The weather. (5) The closing or shortening of season. **BGS** reserves the right to refuse service, for any reason at any time. **BGS** may terminate service immediately at their discretion; or in the event of any unsafe condition or a dangerous incident. Burbank is not responsible for left, lost, stolen or damaged property.
2. **Client** will comply with **BGS** and **BGS personnel** directions written and/or verbal, the laws of the State of Washington and the laws of the United States. All directions of the guide must be followed, however the client may ask for further information for complete understanding. **Client** is personally and financially responsible for his/her own safety and actions, and is responsible to protect himself/herself from the acts of others never make any decision or take any action which may compromise safety.

Client agrees that **BGS** and **BGS personnel** will not be liable for any personal injuries and/or property damage due to any cause, including negligence. **Client** is responsible to safely handle and provide his/her own firearms and ammunition, and to insure that both are in compliance with state and federal regulations. Further, Client will abstain from any and all willful misconduct and reckless disregard and avoid any attractive nuisances. Client will be solely responsible for reasonable care in all and any activities. **Client** is responsible for his/her own meals, lodging, transportation, licenses and stamps, personal hunting equipment, and supplies.

3. **Client** recognizes that there are risks and dangers from known and unknown causes associated with outdoor properties, recreational activities, hunting activities, and the use of firearms. These activities may vary and may include various locations or circumstances. Care must be used in accessing locations, especially all blinds/pits, and during all activities. **Client** must exercise care and is totally responsible for being aware of surroundings and location of fellow clients. **Client** warrants that he/she is in good health and has the physical conditioning, the skills, and the knowledge to engage in these activities safely.
4. **I, Client, am voluntarily using the services of BGS with full knowledge of the inherent risks, hazards, and dangers involved from both known and unknown causes, and hereby assume and accept any and all risks, including but not limited to any injury, paralysis, or death.**
As **Client** my participation in any activity is purely voluntary, and I choose to participate in spite of the risks, known and unknown. I, the **Client**, am personally responsible and liable for my personal safety, all of my actions, and any and all accidents or damages to my self or others, and further I release BGS, its agents, and representative(s) of all responsibly, liability and negligence.

5. **IDEMNITY.** I, the Client, my heirs, successors, executors, assigns, and subrogees, hereby KNOWINGLY and INTENTIONALLY waive, release, and discharge, indemnify and hold harmless the BGS, their directors, officers, agents, employees, and volunteers from and against any and all claims, actions, demands, judgments, causes of action, liabilities, suits, expenses(excluding BGS attorney's fees and expenses) which are related to arise out of,

or are in any way connected with my participation in ANY activity associated with BGS including but not limited to acts of NEGLIGENCE of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly from any damage, loss of my property, injury, paralysis, or my death as a result of my engaging in these activities or the use of these services. I, Client, my heirs, my successors, executors, assigns, and subrogees, further agree not to sue BGS; including not as a result of any injury, paralysis, or death suffered in connection with my use and participation in any and all activities of BGS.

6. **WARRANTIES.** BGS assumes no responsibility and makes no representations, warranties, expressed or implied.
7. **ENTIRE AGREEMENT.** This instrument contains the entire agreement between the parties. All modifications must be in writing and will not be valid unless all parties have signed.
8. **TERM.** This agreement will be effective from date of signing.
9. **PROMOTIONS.** Client consents to the use of their name, picture, likeness and/or voice without a fee.

Please initial the following: _____ Accept _____ Deny

10. **ACCEPTANCE.** By my signature below, I the Client agrees that I have carefully read, have full knowledge and clearly understand the significance of this document, which is testified by my voluntarily signing. Further as the client, I waive the benefit of any statute that restricts the effect of a general release and I assume all risk.

HUNTER INFO:

Date: _____

Print Name: _____ Sign Name: _____

Home Phone: _____ Address: _____

Office Phone: _____

Cell Phone: _____

Email: For updates and hunt information E-personal: _____

E-Office: _____

Parent or Guardian, if hunter under 21 years of age.

I am a legal guardian, parent or custodian of the minor as identified above, and have authority on his/her behalf agree to all of the contract terms above & to hold BGS harmless and will forever defend the contracts terms to apply to the minor in their full extent I agree to all the terms and conditions listed above to apply to the minor.

Print _____ Sign _____ Relationship _____ Date: _____

Guardian Address if different from minors: _____

Witness Burbank L.L.C. (dba BGS)

BGS Representative: _____ Date: _____ © 2007 all rights reserved