

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's** 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 no 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. **BGS** is not responsible for left, lost, stolen or damaged property.
2. **Client** will comply with **BGS** and **BGS personnel** directions written and/or verbal and the laws of the Washington and the United States; understanding and compliance to all laws are Client responsibility. 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, for any expenses and is responsible to protect self 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. If firearm is rented or borrowed, Client is solely responsible to operate it safely. 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 and to be cognizant of surroundings. **Client** is responsible for meals, lodging, transportation, licenses and stamps, personal hunting equipment, and supplies, unless stated otherwise.

3. **Client** recognizes that there are risks, dangers and hazards from known and unknown causes associated with and inherent in outdoor properties, with participation recreational activities, hunting activities, and the use of firearms. The activities vary and may include various locations or circumstances (natural or man-made). **Client** must exercise care during all activities and is totally responsible for being aware of surroundings, especially all blinds/pits, and location of fellow clients,. **Client** warrants that he/she is in good health, sound mind, fit to participate, and has the skills and 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; this includes all minors & guests in my group.** 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 any representative(s) of all responsibly, liability and negligence. **Client** may withdraw from any activity.
5. **IDEMNITY.** I, the Client, my minors/guests, my heirs, successors, executors, assigns, and subrogees, hereby KNOWINGLY and INTENTIONALLY waive, release, and discharge, defend, indemnify, hold harmless, release and forever discharge the BGS, their directors, officers, heirs, agents, employees, guests, volunteers and land owners from and against any and all claims, costs, 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 participation in ANY activity, before during or after, associated with BGS, including but not limited to acts of NEGLIGENCE of any kind or nature, without regard to fault or negligence, if any, whether foreseen or unforeseen, arising directly or indirectly from any damage to person or property, any loss, injury, paralysis, or my death as a result of my engaging in these activities or the use of these services. I, as Client, my heirs, my successors, executors, assigns, and subrogees, further agree to all of these terms & not to sue BGS; including not as a result of any loss, injury, paralysis, or death suffered in connection with use and participation in any and all activities of BGS.. I hereby undertake and assume total responsibility for any risk, injury or damage of any kind.

- 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 BGS, or Aero, without any fee the use of their name, picture, likeness and/or voice for publicity at their discretion, with no further release needed (such as television, newspaper, magazine, publications, videos, brochures, newsletters, etc.).

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: _____

Cell Phone: _____

Office Phone: _____

Email: Confirmation, updates & hunt info E-personal: _____

E-Office: _____

Parent or Guardian, if hunter is 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 to 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: _____

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