

Acknowledgment of Risks and Release of ALL Liability to BGS ©™



This Contract is between Burbank Guide Service, Associates, Agents & Guides, herein referred to as **BGS™**, which is a dba of **Burbank Enterprises LLC™**, 370 Mc Nary Ridge Road, Burbank, WA 99323, and client, plus their guest(s) and any minor(s), herein referred to as **Client**.

***** Read carefully- 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, which may include observing, participating, video/photography or hunting for waterfowl and/or other game species in accordance with **Client's** activities or booking, with services provided by owner, agents or Independent Contractors as Guides, who facilitate instruction and safety for the outing. Clients will respect the direction of **BGS** agents & personnel in all regards. **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. Hunting is an activity with no guarantees, especially full bag limits. **BGS** makes no representations expressed or implied ;(1) the safety, condition, usability, fitness of properties or equipment used, (2) Guides performance, (3) The availability of wildfowl, (4) The weather,(5) or The closing or shortening of season, etc. **BGS** agents reserve the right to refuse or terminate service for any reason at any time, immediately at their discretion; in the event of any unsafe, illegal condition or a dangerous incident occurs, services will be terminated with no refunds. **BGS** is not responsible for left, lost, stolen or damaged to personal property or any damages to persons.
2. **Client** will comply with **BGS** agents & **personnel's** directions, written and/or verbal, and the laws of the Washington State and the United States; understanding and compliance to all laws are solely the Client's responsibility. All directions of the agents, guides & personnel must be followed, however the client may ask for further information & if there is not complete understanding they must not proceed. Discretion must be used by the clients & precautions are imperative at all times, Client is personally and financially responsible for his/her own safety and actions, and for any and all expenses. Client & guests are responsible to protect self from the acts of others; never make any decision or take any action which may compromise safety and to oversee his/her guests to ensure a safe outing.

Client agrees that BGS and BGS agents/personnel/land-owners will not be liable for any personal injuries and/or property damage due to any cause, including negligence, and will convey this to his/her guests, as well as oversee the guests. **Client** is responsible for safely handling and providing their own firearms and ammunition, and to insure that they have complete knowledge of use and 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, guns/shells and supplies, unless written otherwise.

3. **Client recognizes that there are risks, dangers & hazards from known and unknown causes associated** with and inherent with participation in recreational and hunting activities, on outdoor properties, and with the use of firearms; plus attention must be paid at all times, since circumstances change. **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. Hazards may be natural or man-made. **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. Client will oversee all of his/her guests/minors.
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 (along with minors/guests)**, 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, heirs and any representative(s) of any and 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 KNOWLINGLY and INTENTIONALLY waive, release, and discharge, defend, indemnify, hold harmless, release and forever discharge the BGS, their directors, officers, heirs, agents, employees, guests, volunteers, land owners & other Sullivan companies (Emerald Farms, Columbia Chain, etc) from & 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 or 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, & subrogees, further agree to all these terms & not to sue BGS, or others as listed above; no action will be taken as a result of any loss, injury, paralysis, or death suffered in connection with use & participation in any & all activities of BGS. I hereby undertake & assume total responsibility for any risk, injury or damage of any kind, willingly knowing there are dangers and risks, both known and unknown.
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, Aero or associated business, 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 internet, television, newspaper, magazine, publications, videos, brochures, newsletters, etc.).

Please initial the following: _____ Accept _____ Deny

10. **ACCEPTANCE.** By my signature below, I the Client & guests, agrees that I have carefully read, agree to all terms & conditions, have full knowledge & clearly understand the significance of this document, which is testified by my voluntarily signing, and forever will hold BGS, agents, heirs, & guides, harmless in all instances & will forever defend the contract as written. Further as the client, I waive the benefit of any statute that restricts the effect of a general release, and I willingly assume all and any risk.

HUNTER INFO:

Date: _____

Print Name: _____

Sign Name: _____

Cell Phone: _____

Home Address: _____

Office Phone: _____

Email: For Confirmation, updates & hunt info

E-personal: _____

E-Office: _____

Parent or Guardian, if participant, observer, and/or 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: _____