

WAIVER AND RELEASE AGREEMENT

Please read carefully before signing
This is a release of liability and waiver of certain legal rights

In consideration for my being permitted to participate in the activities of deer hunting, I agree to the following Waiver and Release:

1. Indemnified parties: "NE Iowa Wildlife and Lodging LLC," "Iowa Land Management and Real Estate Co.,"

I acknowledge that deer hunting has inherent risks, hazards, and dangers for anyone, that cannot be eliminated, particularly in a wilderness environment. I UNDERSTAND THAT THESE RISKS, HAZARDS, AND DANGERS INCLUDE WITHOUT LIMITATION:

1. The risk of handling firearms/ archery and being near others that have firearms/archery in their possession;
2. The risk of injury from ammunition and shot from other guns/arrows;
3. Walking in rugged country, including encounters with wildlife, land defects;
4. Inclement weather conditions.
5. The risk of injury from riding on an all-terrain vehicle (ATV) or any vehicle used off the paved road.
6. The risk of injury from the use of treestands and ground blinds.
7. The risk of horseback riding, hiking, fishing, or mountain biking.

I understand the risks, hazards, and dangers of hunting. I understand that these activities may require good physical conditioning and a degree of skill and knowledge. I believe I have that good physical conditioning and the degree of skill and knowledge necessary. My participation in this activity is purely voluntary. I AM VOLUNTARILY USING THE SERVICES OF Iowa Land Management Real Estate Co. WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS, OR DEATH.

Lastly, I, for myself, my heirs, successors, executors, and subrogates, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS "Iowa Land Management and Real Estate Co.," "Iowa Land Management and Real Estate Co.," their directors, officers, agents, employees, and volunteers from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorneys' fees) which are related to, arise out of, or are in any way connected with my participation in this activity including, but not limited to, NEGLIGENCE of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me or my property as a result of my engaging in these activities or the use of these services, animals or equipment, whether such damage, loss, injury, paralysis, or death results from negligence of "Iowa Land Management and Real Estate Co.," or from some other cause. I, for myself, my heirs, my successors, executors, and subrogates, further agree not to sue "Iowa Land Management and Real Estate Co.," as a result of any injury, paralysis, or death suffered in connection with my use and participation in the activities of hunting, shooting, hiking, fishing, horseback riding, or mountainbiking.

All Parties agree that no individual shall be under the influence of alcohol while hunting.

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE AGREEMENT.

Date _____

Signature _____

Print Name _____

Mailing Address _____

City _____ State _____ Zip _____

Phone Number _____