

**Smoky Burn Outfitting**  
**Waiver of Liability**

THE UNDERSIGNED DOES HEREBY ACKNOWLEDGE THAT: I was informed, prior to contracting with Smoky Burn Outfitting (hereinafter referred to as "the Outfitter"), and that I would be required as a condition of my contract with the Outfitter to sign this waiver of liability, and a copy of this waiver was supplied to me at that time.

THE UNDERSIGNED DOES HEREBY FURTHER ACKNOWLEDGE THAT: I have had sufficient opportunity prior to contracting with the Outfitter to consider whether I wished to sign this waiver, and having considered, and fully understanding the terms of this waiver, I now sign this waiver of my own free will and intending to be legally bound hereby.

THEREFORE, as partial consideration for the Outfitter agreeing to contract with me for the provision of outfitting services, I DO HEREBY for myself, my heirs, executors, administrators, successors and assigns, forever waive and release, and agree to hold harmless the Outfitter from and against, any and all liability for any personal injury or property damage which I have suffered or may suffer, either now or at any time in the future, and arising from any cause or thing whatsoever, whether within the control of the Outfitter or otherwise and whether resulting from any act or omission of the Outfitter or the Outfitters servants, suppliers, agents, guests or otherwise and whether arising from negligence or gross negligence on the part of any person and whether arising in the course of the performance of my contract with the Outfitter or in the course of some activity collateral to or unrelated to the performance of the said contract. Further, I hereby covenant and agree to indemnify the Outfitter for any and all liability which the Outfitter may be or become subject, to myself or to any person claiming through or under myself, arising out of or in the course of the performance of the contract between myself and the outfitter.

WITHOUT LIMITING the generality of the foregoing, I HEREBY covenant and agree that I shall not pursue legal action against the Outfitter for any personal injury or property damage suffered by me and arising out of any of the following activities or things:

1. Boarding or alighting from any aircraft, boat or other vehicle or form of transportation, or entering or exiting from tree stands;
2. Use of camp facilities, lodgings and equipment;
3. Reaction, allergic or otherwise, from consumption of food;
4. Delays in obtaining any required medical attention;
5. Activity and behaviour of game or any wild animal, whether wounded or otherwise;
6. From drowning;
7. From the use of weapons or fishing gear, by myself or by any other person;
8. From theft or loss of belongings;
9. From non-compliance with licensing requirements;
10. From failure or collapse of tree stands or other installations owned by the Outfitter;
11. From the activities of servants, agents, or other guests of the Outfitter, whether such activities are within the control of the Outfitter or otherwise.
12. From traveling into or out of the woods or other hunting area and from transporting materials, equipment or game either into or out of such areas.

IN WITNESS WHEREOF I have hereunto affixed my signature this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of Hunter

\_\_\_\_\_  
Witness