

**WAIVER
RELEASE OF LIABILITY
AND ASSUMPTION OF RISK AGREEMENT**

Please read this form carefully and be aware that: (1) by your entry into the Contest (hereinafter defined); or (2) by your participation in any activities related to the Contest (hereinafter defined), you will be waiving and releasing all claims for injury, temporary or permanent disability, and death that you might reasonably or unreasonably sustain while participating in the Contest or as a result of participation in the Contest.

For good and valuable consideration, including specifically participation in the World Championship Snow Goose Conservation Hunt Contest (the "Contest") sponsored by Mack's Sport Shop, LLLP, doing business as Mack's Prairie Wings ("Mack's") and Arkansas Waterfowl Association, the receipt and sufficiency of which are hereby acknowledged, **I DO HEREBY RELEASE AND FOREVER DISCHARGE** Mack's, Arkansas Waterfowl Association, and the Contest's other sponsors and its and their agents, representatives, employees and independent contractors (collectively, the "Released Persons") from any and all manner of claims, causes of action or liability that I now have or may have at any time in the future against or regarding the Released Persons arising directly or indirectly out of or pertaining in any way to any injury, loss, damage or harm of any kind that has, will or may result or happen to me or my property while preparing for the Contest, participating in the Contest or receiving, possessing, or using any prize generated from winning the Contest.

I represent and warrant to the Released Persons that:

(a) I am under no compulsion, threat or duress to participate in the Contest. I do so voluntarily and of my own free will and volition. I will abide by all Contest rules. If I am the parent or guardian of a ward or minor child that participates in the Contest, I also make the representations, acknowledgements and agreements in this agreement for them and on their behalf, I will explain this agreement to them prior to their participating in the Contest and I take responsibility for supervising them while they are participating in the Contest.

(b) I have previously hunted, and I am aware and understand that: (i) hunting is dangerous, with clear and present danger and risk of serious and permanent bodily harm and loss of life or limb from unpredictable causes; (ii) the property on which hunting occurs can be wild and untamed, and that conditions exist that make using such property inherently dangerous and create a risk of serious and permanent bodily harm and loss of life or limbs from unpredictable causes; and (iii) the Released Persons make no representation or warranty of any kind regarding the condition or safety of property on which I may hunt.

(c) I am aware and understand that while hunting I will be carrying, loading, unloading and shooting firearms and will be around other persons carrying, loading, unloading and shooting firearms.

(d) I am aware of and understand safe hunting procedures. I will comply fully with such procedures and with all federal, state and local hunting, firearms, and property laws and regulations.

(e) I will inspect all equipment used in my hunting and recreational activities to be conducted in connection with the Contest and will assure myself of its satisfactory suitability, repair, condition and capacity, and I will not rely on the statements of others, whether or not associated with the Released Persons, regarding such matters.

(f) I am aware and understand that while I am hunting or preparing to hunt I may be transported or I may transport myself in or on vehicles (including off-road vehicles), all-terrain vehicles, boats, canoes and by other means, and that the Released Persons make no representation or warranty of any kind or character regarding the condition or safety of any such means of transportation.

(g) I am aware and understand that while hunting I may climb into and out of and occupy blinds, stands, and other hunting utility structures, some of which may be elevated, and that the Released Persons make no representation or warranty of any kind or character regarding the condition or safety of any such structure.

I HEREBY FREELY ASSUME ANY AND ALL RISK OF EVERY KIND AND CHARACTER of any damage, injury or loss from any cause that may occur to me or my property in going to or from or being upon or using property used in connection with the Contest.

In addition to the above, and for the consideration previously stated, I will indemnify, defend, protect and hold harmless the Released Persons from and against any and all manner of claims, causes of action or liability, known or unknown, caused by or arising directly or indirectly out of any accident, injury or damage to me or my property occurring while preparing for or participating in the Contest or deriving from the Contest in any way and from and against any and all manner of claims, causes of action or liability, known or unknown, caused by or arising directly or indirectly out of any accident, injury or damage to other parties caused by me occurring while preparing for or participating in the Contest or deriving from the Contest in any way.

This Waiver, Release of Liability and Assumption of Risk is given on my own behalf and shall be binding on my heirs, assigns and representatives and/or my estate, and shall remain in full force and effect until or unless revoked in a writing executed by both myself, Mack's **and** Arkansas Waterfowl Association; and in any event, notwithstanding any such revocation, it shall remain in full force and effect so long as I shall or may participate in the Contest.

I hereby give to the Released Persons, for any purpose and without compensation, the irrevocable and perpetual worldwide right to use, modify and create derivative works from, any statements, photos, videos or other recordings of me in connection with the Contest and to publish my name, city of residence and image in connection with the Contest.

BY THE SIGNATURE BELOW, THE RELEASING PARTY ACKNOWLEDGES HE OR SHE HAS READ AND FULLY UNDERSTANDS THE ABOVE WAIVER, RELEASE OF

LIABILITY, AND ASSUMPTION OF RISKS AND FULLY UNDERSTANDS THAT THIS IS A CONTRACT BETWEEN THE RELEASING PARTY AND THE RELEASED PERSONS. THE RELEASING PARTY VERIFIES THAT HE OR SHE UNDERSTANDS THE DANGERS OF THE CONTEST AND THE SIGNIFICANCE OF THIS INSTRUMENT. THE RELEASING PARTY UNDERSTANDS THAT HE OR SHE WILL GIVE UP SUBSTANTIAL RIGHTS BY SIGNING THIS WAIVER, RELEASE OF LIABILITY, AND ASSUMPTION OF RISKS AND HE OR SHE IS SIGNING IT FREELY AND VOLUNTARILY.

IN WITNESS WHEREOF, I hereunto set my hand, and have agreed to the terms of this instrument after having carefully read it in full.

Signature: _____

Individually

Printed Name: _____

Address: _____

Phone Number: _____

Email: _____

Team Name: _____

Date: _____

I am signing for and on behalf of the following wards or minor children: _____

Signature Page to Waiver, Release of Liability and Assumption of Risk

2024 World Championship Snow Goose Conservation Hunt