



## FIRST HUNT FOUNDATION PARTICIPANT AGREEMENT, RELEASE & ASSUMPTION OF RISK

In consideration of the services of First Hunt Foundation, Inc., their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "FHF"), I hereby agree to release, indemnify, and discharge FHF, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows: I acknowledge that my participation in a mentored hunting, fishing, instruction and shooting range activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

**The risks include, among other things:** the use and carrying of firearms; latent or apparent defects or conditions in equipment, whether or not supplied; participation may result in the undersigned or third parties being shot by a firearm; suffering hearing loss; eye injury or loss inhalation or contact with airborne contaminants and or flying debris, slipping and falling; falling objects; water hazards and accidental drowning; exhaustion; collision with fixed objects or other watercraft; boat capsizing and entrapment; high wind, waves, or other inclement weather; exposure to temperature and weather extremes which could cause hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration; and exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; equipment failure; being impaled by a fishing hook; accidents or illness can occur in remote places without medical facilities and emergency treatment or other services rendered; consumption of food or drink; improper lifting or carrying; my own physical condition and the physical exertion associated with this activity.

Furthermore, FHF employees/mentors have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

1. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
2. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless FHF from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of FHF's equipment or facilities, **including any such claims which allege negligent acts or omissions of FHF.**
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless any and all landowners from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of FHF's equipment or facilities, **including any such claims which allege negligent acts or omissions of said landowner.**
4. Should FHF or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against FHF, I agree to do so solely in the state of Idaho, and I further agree that the substantive law of Idaho shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

**By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against FHF on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms. I acknowledge that FHF may use any photos or videos generated from these events for its promotional purposes.**

Signature of Participant \_\_\_\_\_ Print Name \_\_\_\_\_

Address: \_\_\_\_\_

Email (if age 18 or above): \_\_\_\_\_ Phone (if age 18 or above): \_\_\_\_\_

### PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of \_\_\_\_\_ (print minor's name) ("Minor") being permitted by FHF to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless FHF from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor. I acknowledge that FHF may use any photos or videos generated from these events for its promotional purposes.

Parent or Guardian: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_