

# WAIVER AND RELEASE AGREEMENT

*PLEASE READ CAREFULLY BEFORE SIGNING*

*THIS IS A RELEASE OF LIABILITY AND A WAIVER OF CERTAIN LEGAL RIGHTS*

In consideration for being permitted to participate in the activities of NO OFF SEASON, TIM TITUS, TIM TITUS ENTERPRISES, INC., TITUS RANCH, and BANK of EASTERN OREGON I \_\_\_\_\_ agree to the following waiver and release and acknowledge that activities of hunting and shooting have inherent risks, hazards, and dangers for anyone that cannot be totally eliminated. I understand that these risks, hazards, and dangers include without limitation:

- The risk of handling firearms and being near others that have firearms in their possession;
- The risk of ear damage from noise;
- The risk of injury from ammunition from other guns;
- Walking in rugged country, including encounters with wildlife, animals and insects;
- Inclement weather conditions.

If I choose to not use eye and ear protection as recommended, I do so at my own risk.

I understand the risks, hazards, and dangers of these activities and have had the opportunity to discuss them with a representative of NO OFF SEASON. I understand that these activities may require a degree of skill and knowledge and I believe I have that degree of skill and knowledge necessary to engage in these activities safely. I understand that I have responsibilities and my participation in this activity is purely voluntary. I am voluntarily using the services of No Off Season with full knowledge of the inherent risks, hazards, and dangers involved and hereby assume and accept any and all risks in injury, paralyses, or death.

Lastly, I, for myself, my heirs, successors, executors, and subrogees, hereby knowingly and intentionally waive and release, indemnify and hold harmless No Off Season, their officers, agents, employees, landowners and volunteers from and against any and all claims, actions, causes of action, liabilities, suits, expenses including reasonable attorney 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 paralysis, or death to me or my property as a result of my engaging in these activities.

I have carefully read, clearly understand, and voluntarily sign this waiver and release agreement.

Signature: \_\_\_\_\_ Dated: \_\_\_\_\_

Print Name: \_\_\_\_\_

If under 18 years of Age, Parent or Guardian Signature: \_\_\_\_\_

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

Phone: \_\_\_\_\_

E-mail address: \_\_\_\_\_

I give \_\_\_\_\_ I do not give \_\_\_\_\_ my permission for No Off Season to use photos of hunts on their website or in articles or other media venues.

Do you have a Facebook account? Yes \_\_\_ No \_\_\_