

**WAIVER AND RELEASE FROM LIABILITY FOR USE OF DUCKBRIAR (Invitee) Revised 01.11.2024**

I, \_\_\_\_\_, HEREBY WAIVE AND RELEASE, indemnify, hold harmless, and forever Discharge Robert G. Brittingham and family, Duckbriar, L.P., Duckbriar GP Corporation, and its agents, employees, officers, directors, affiliates, successors, members and assigns, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that I have ever had or may have, arising from or in any way related to my participation in any of the events or activities conducted by, on the premises of, or for the benefit of, Duckbriar, L.P., provided that this waiver of liability does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct or those hidden or latent defects which are known to Duckbriar, L.P. in the exercise of reasonable care.

I HEREBY ACKNOWLEDGE AND UNDERSTAND THE ACTIVITIES ON THE PREMISES ARE INHERENTLY DANGEROUS and may cause serious or grievous injuries, including bodily injury, damage to personal property and/or death. I understand that certain risks, dangers, and injuries due to inclement weather, poor skill levels, the use of ATVs and all other recreational vehicles, the dangerousness of firearms and other weapons, snakes, insects, spiders, carelessness, natural and man-made defects in terrain, including but not limited to barbed wire fences, creeks, rivers, holes, wetland structures, electric fences, culverts, fallen branches, steep banks, mud, snow, ditches, inadequate or defective equipment and all other circumstances inherent to outdoor sports/activities exist. Furthermore, I recognize the roads are unimproved and largely unmaintained and fireworks may be kept on the property. By this agreement, I am voluntarily exposing myself to such risk. On behalf of myself, my heirs, assigns and next of kin, I waive all claims for damages, injuries and death sustained to me, my family, or my property that I may have against the aforementioned released party to such activity whether caused by the ordinary negligence of the released party or otherwise, with the exception of actions of gross negligence, or intentional, willful or wanton misconduct or those hidden or latent defects which are known to Duckbriar, L.P. in the exercise of reasonable care as indicated above.

I will at all times, except when traveling by foot, STAY ON THE PROPERTY ROADS and will not travel across pastures, crops or any other portions of the property in any vehicle (including ATVs and all other recreational vehicles) whatsoever. My permission to be on the property is expressly conditioned to stay on the road.

I will at all times use the highest degree of care when handling my firearms or weapons. Firearms and weapons are extraordinarily dangerous and at all times I will use extraordinary care when using my firearm or weapon to avoid the careless discharge of my firearm or weapon. I will also report any condition that I deem unsafe as it relates to the use of firearms. Furthermore, I will immediately report any other person I observe or encounter using their firearm or weapon in a careless manner. My permission to be on the property is expressly conditioned upon my handling of my firearm or weapon with the highest degree of care. Also, my permission to be on the property is conditioned upon my notifying Duckbriar, L.P. immediately of any person that is using their firearm or weapon in a careless manner.

**I HEREBY ACKNOWLEDGE AND UNDERSTAND the use of firearms and weapons is a highly dangerous activity. I understand other persons will be on the premises and attempting to conceal themselves. I understand I have a duty not only to myself but to other persons on the premises. I understand it will be presumed I failed to use the extraordinary degree of care imposed if a person or property is injured due to my discharge of firearm or weapon. I assume all liability for damage and injury caused by the discharge of my weapon and will not hold Duckbriar, L.P. liable for any actions thereof.**

**By this waiver I acknowledge and appreciate all the dangers with hunting and being on the premises including but not limited to the dangers listed above. I ASSUME ANY RISK AND TAKE FULL RESPONSIBILITY AND WAIVE ANY CLAIMS OF SICKNESS OR ILLNESS ALLEGEDLY CONTRACTED WHILE AT THE PROPERTY, COVID-19 RELATED ILLNESS, PERSONAL**

**INJURY, DEATH FOR MYSELF AND ALL OF MY FAMILY MEMBERS AND FOR ALL PROPERTY BROUGHT ON THE PROPERTY BY ME OR BY MY FAMILY MEMBERS associated with Duckbriar including, but not limited to, hunting at the camp, using the facility and its equipment in any manner, form or fashion, and practicing and/or engaging in hunting and/or any outdoor activities or other related activities on and off the premises. Also, I will IMMEDIATELY report any risk or hazard I observe or encounter that is NOT already in the agreement. My permission to be on the property is expressly conditioned upon notifying Duckbriar, L.P. immediately of any risk or hazard observed that is NOT stated in this agreement.**

Duckbriar, L.P., Duckbriar GP Corporation cannot assure that I, or anyone with whom I am in contact, will not get sick from COVID-19 or any other illness. I am responsible for taking my own and my guests health related precautions. I agree to hold Duckbriar and its owners harmless from any and all liability or damages or injury or death as result thereof. I agree not to enter the property if I am sick or have any symptoms of any illness. Should I develop any symptoms of illness, I will notify management immediately. This release is binding on my estate and heirs

**This WAIVER AND RELEASE contains the entire agreement between the parties and supersedes any prior written or oral agreements between them concerning the subject matter of this WAIVER AND RELEASE. The provisions of this WAIVER and RELEASE may be waived, altered, amended or repealed, in whole or in part, ONLY upon the prior written consent of all parties.**

The provision of this WAIVER AND RELEASE will continue in full force and effect even after the termination of the activities conducted by, on the premises of, or for the benefit of, Duckbriar, L.P., whether by agreement, by operation of law, or otherwise.

I have read, understand and fully agree to the terms of this WAIVER AND RELEASE. I understand and confirm that by signing this WAIVER AND RELEASE I may have given up a future legal right. I have signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to me. I am 18 years of age or older and mentally competent to enter into this waiver. This WAIVER AND RELEASE is governed by the laws of Mississippi.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_ E-mail : \_\_\_\_\_

Driver's License #: \_\_\_\_\_ Driver's License State \_\_\_\_\_

Address: \_\_\_\_\_ City, State, and Zip Code: \_\_\_\_\_

Cell phone number: \_\_\_\_\_ Group Leader: \_\_\_\_\_

\_\_\_\_\_ Initial that you have watched Gun Safety Video on [www.duckbriar.com](http://www.duckbriar.com) website.