

**GENERAL RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISKS, AND
HOLD HARMLESS AGREEMENT**

1. In consideration of crossing, accessing, participating in programs/events, shooting activities, use of ATVs, hunting, using or otherwise being present in, on or upon the private property of **RONALD S. HOWE**, located at **7998 LINN GROVE ROAD, ODESSA, MO 64076**; also known as “**PROPERTY**”.
2. I _____, for myself and my estate, heirs, administrators, executors, and assigns, **HEREBY RELEASE, FOREVER DISCHARGE, AND HOLD HARMLESS RONALD S. HOWE**, his heirs, employees, representatives, agents, and volunteers (collectively called, the “**RELEASEES**”) from any and all liability and responsibility whatsoever, however caused, for any all damages, claims, demands, or causes of action that I, my estate, heirs, administrators, executors, or assigns may have for any loss, illness, personal injury, death, or property damage arising out of, connected with, or in any manner pertaining to my presence in, on, or upon the property of **RONALD S. HOWE**, including programs provided by 3rd parties, whether caused by negligence of the **RELEASEES**, accident, omissions or otherwise.
3. **I ACKNOWLEDGE AND UNDERSTAND THAT** there are potential risks and hazards associated with the **PROPERTY**, a natural area, that include bodies of water, falling/fallen timber, ruts and holes; and local wildlife. My presence is voluntary to be in, on, or upon the **PROPERTY** and voluntarily assume all risks and responsibility for loss, property damage, illness, and personal injury, including death whether caused by negligence of the **RELEASEES**, accident, omissions or otherwise.
4. **I FURTHER ACKNOWLEDGE AND UNDERSTAND THAT** shooting activities are inherently hazardous and involve both known and unanticipated risks which could result in damage or destruction of property and physical or emotional injury, including paralysis or death, of myself or of other persons. The risks include, but are not limited to: being shot by or shooting myself or others; partial or total loss of eyesight or hearing, inhalation or other harmful contact with lead or other contaminants; and being struck by flying or falling objects. I understand that such risks cannot be eliminated without compromising the essential qualities of shooting activities.
5. **I FURTHER ACKNOWLEDGE AND UNDERSTAND THAT** ATV, including four wheeler, motorcycle, three wheeler and bicycle, riding are inherently dangerous sports and recreational activities, in which I choose to voluntarily participate at my own risk. I am aware that the inherent and usual great risks, hazards and substantial dangers of personal injury, death and disability or property damage and loss from riding ATV's, such as four wheelers, three wheelers, motorcycles and bicycles necessarily increase when I or others use ramps, trails, traces, unaltered natural terrain, inclines or declines, mud bowls, rough earthen terrain and any man made riding area or earthen terrain. I know that the inherent foreseen and often unforeseen risks, hazards and dangers include, but are not limited to, uncontrollable motor propelled ATV's and bicycles, which can lead to or cause strains, sprains, bruises, broken bones, concussions, heat exhaustion and many other injuries, DEATH and property damage resulting from falling or being thrown from the ATV, wrecking, jumping, landing, performing tricks, or other like activities, as well as colliding with other objects, users, staff, bystanders or spectators. I also understand that these inherent, great, increased risks, hazards and dangers are further increased when other persons, whether or not of the same level of experience or skill, are present at the same time and using the same facilities.
6. **I EXPRESSLY AGREE TO INDEMNIFY AND HOLD HARMLESS** the **RELEASEES** from any loss, liability, damage, judgment, settlement, or costs, including court costs and attorney fees, or medical fees that they may incur due to my presence or participation in, on or upon the **PROPERTY**, including programs provided by 3rd parties, whether caused by negligence of the **RELEASEES**, accident, omissions or otherwise.
7. **I ACKNOWLEDGE AND UNDERSTAND THAT RONALD S. HOWE** does not maintain any insurance policy covering any circumstance arising from my presence in, on, or upon the **PROPERTY**. As such, I am aware that I should review my personal insurance portfolio.

8. IN SIGNING THIS AGREEMENT, ACKNOWLEDGE AND REPRESENT that I have read and understand it; that I sign it voluntarily; no oral representations, statements, or inducements have been made. I am at least eighteen (18) years of age and fully competent. **I UNDERSTAND THAT BY MY SIGNATURE I AM GIVING UP SUBSTANTIAL RIGHTS, AND VOLUNTARILY AGREE TO BE BOUND BY IT.**

*NAME _____ Age of minor _____

*SIGNATURE _____ PHONE (____) _____

ADDRESS _____ CITY _____ ZIP _____

*(If participant is under the age of 18, please list the minor(s) and have the parent or guardian sign)

*PARENT/GUARDIAN NAME _____ Date _____

*PARENT/GUARDIAN SIGNATURE _____