

**WAIVER AND RELEASE OF LIABILITY**

In consideration of the risk of injury while participating in Snow Goose Hunting (the "Activity"), and as consideration for the right to participate in the Activity, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge Whiteout Outfitters Guide Service, located at 1004 S. Brown Street, Jackson, Michigan 49203, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity, including traveling to and from an event related to this Activity.

I am voluntarily participating in the aforementioned Activity and I am participating in the Activity entirely at my own risk. I am aware of the risks associated with traveling to and from as well as participating in this Activity, which may include, but are not limited to, physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and death. I understand that these injuries or outcomes may arise from my own or others' negligence, conditions related to travel, or the condition of the Activity location(s). Nonetheless, I assume all related risks, both known or unknown to me, of my participation in this Activity, including travel to, from and during this Activity.

I agree to indemnify and hold harmless Whiteout Outfitters Guide Service against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If Whiteout Outfitters Guide Service incurs any of these types of expenses, I agree to reimburse Whiteout Outfitters Guide Service.

I acknowledge that Whiteout Outfitters Guide Service and their directors, officers, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Whiteout Outfitters Guide Service.

I acknowledge that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of others, including but not limited to, participants, volunteers, spectators, coaches, event officials and event monitors, and/or producers of the event.

I acknowledge that I have carefully read this "waiver and release" and fully understand that it is a release of liability. I expressly agree to release and discharge Whiteout Outfitters Guide Service and all of its affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, from any and all claims or causes of action and I agree to voluntarily give up or waive any right that I otherwise have to bring a legal action against Whiteout Outfitters Guide Service for personal injury or property damage.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of Whiteout Outfitters Guide Service, its agents, and employees.

In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance. In the event that any damage to equipment or facilities occurs as a result of my or my family's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

This Agreement was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both the Participant, \_\_\_\_\_, and Whiteout Outfitters Guide Service agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

In the event of an emergency, please contact the following person(s) in the order presented:

<b>Emergency Contact</b>	<b>Contact Relationship</b>	<b>Contact Telephone</b>
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I, the undersigned participant, affirm that I am of the age of 18 years or older, and that I am freely signing this agreement. I certify that I have read this agreement, that I fully understand its content and that this release cannot be modified orally. I am aware that this is a release of liability and a contract and that I am signing it of my own free will.

**Participant's Name:** \_\_\_\_\_

**Participant's Address:** \_\_\_\_\_ **Participants City State Zipcode:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

To be signed and returned to the outfitter prior to hunting

### Safety, Hunting Rules, Photo Release

Our rules if not followed may result in cancellation of the remainder of your hunt. It is at the discretion of the Whiteout Outfitters guide or affiliate to cancel the remainder of your hunt with us at no refund of paid services.

It is your responsibility to take into account not only your safety but, everyone that is in the field with you. If you are a threat to the safety of our staff or to anyone who is in the field you will be asked to leave and to not return without a refund.

1. No alcohol in the field. Please do not attempt to bring alcoholic beverages with you into the field while hunting.
2. No shooting of any waterfowl outside of snow geese, blue geese, or ross's geese while hunting with us in the spring. Identify the birds before you take a shot if you are unsure do not shoot.
3. The use of non-toxic shells only is required. No lead shot is acceptable
4. You must possess a valid hunting license to enter a field with us and hunt.
5. No loading your guns until you have established your blind and are ready to hunt in the field. No loading your guns at the road and walking to your blind with loaded guns. Only load your guns when you have got your gear in your blind and the guide says it's ok to load your guns.
6. Guns remain on safety at all times unless we are shooting into a flock of birds. Before we shoot you must only take the safety off as we call the shot and then following the volley you must immediately put your safety back on.
7. No running through the field to pick up birds or to chase cripples unless approved by the Whiteout Outfitters Guide in charge of the field.
8. Do not shoot at any birds before a shot is called by the Whiteout Outfitters Guide in charge of the field.
9. Never point your gun at anyone in the field while hunting. It is your responsibility to pay attention to your surroundings and to make sure that you use the most extreme care of your firearm while in the field. Guns are to remain in your blind on the gun rest during the hunt unless approved by the Whiteout Outfitters Guide in charge to walk down cripples.
10. Do not shot over other people. Always shoot your side of the decoys and do not cross shoot over the rest of the group.
11. Do not expose any waste grain that may be on the ground, no picking ears of corn or any crop and dispersing it around our decoy set at any time before, during, or after a hunt. If you come across ears of corn in or around our blinds or in the decoy set leave it alone do not move or touch it exposing ears of corn or any other dispersing of waste grain in a field could result in a baiting ticket.
12. You are responsible for cleaning, transporting, tagging, and disposing of your snow goose carcasses when you leave the field. You must leave a wing on your harvested snow geese to cross borders and you must claim what snow geese are yours. There is no possession limit or daily limit so, if you want you can tag whatever means of transporting your harvested snow geese with name and address per box, cooler, bag, or however it is you plan to transport your harvested snow geese. Whiteout Outfitters and anyone acting under the guide service is not responsible for your snow geese after you leave the field and we are providing you with this information so that you are aware of how to properly transport your harvested snow geese when you leave the field or the location that we are hunting.

Our guides safety and your safety are of the most importance to us and we want to make sure we are providing you with a safe and fun atmosphere while on a hunting trip with us. This is our way of providing you with the information and rules that we feel are necessary to keep our hunts safe and responsible. We are in no way responsible for your belongings and your gear and or equipment while on a hunt with us and you are taking full responsibility of yourself and your actions during your guided hunt with us. By signing this form you are agreeing to our rules and acknowledging that we have provided you with information about transporting waterfowl across borders.

Lastly by signing this form I also release the right to Whiteout Outfitters or any affiliate the use of any image, photograph, digital copy, or video footage involving myself and my party for promotional uses including websites, social media, print, and any other form of media used to promote or showcase Whiteout Outfitters and their partners.

Print: \_\_\_\_\_ Sign: \_\_\_\_\_ Date: \_\_\_\_\_

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## Suggestions of What to bring list

1. Shotgun - 12 gauge or larger is suggested
2. Ammunition - Roughly 2 boxes a day (just a good estimate) could be less could be more, 3" or larger and 2 shot or larger suggested.
3. State Hunting License - for the state you will be hunting
4. Clothing - for all weather we never know what mother nature may bring it can be 80 degrees or it could end up a snowing. Not a bad idea to bring waders cause we may hunt ponds or the fields may collect sheet water with heavy rains. Bring whatever you will be comfortable hunting the entire day wearing.
5. Snacks - or sack lunches we hunt all day and may break for lunch depending on how the birds are moving through-out the day. But, having something to snack on during the day is always a good idea.
6. Garbage Bags - we accumulate a lot of trash in our blinds & for bird cleaning. It's nice to clean out the blinds everyday and hunting in a clean blind is always nice. And leaving a clean blind for the following group of hunters is also appreciated.
7. Cooler - for snacks and for transporting birds when you leave.
8. Cushions or things like that for the blinds. They may be uncomfortable for some and cushions may be a good idea for comfort. We lay in blinds for extended periods of time and if you want to stay comfortable or if you may have back problems etc...
9. Dogs - they can come in handy and are welcome with-in reason. Hunting with dogs is nice but, if they are a problem or if they are interfering with a hunt then they may be asked to be put away for the remainder of the hunt. You never know how your dog is going to be out in the field and we prefer if you are bringing dogs that we keep them to a maximum of 2 dogs per field. We already have enough to deal with while hunting and adding more things for the birds to pick out in a set can cause massive problems. **If you are interested in bringing dogs or a dog please you must talk to us about that before you just show up with dogs that way we can be prepared for it.** We also do not provide dog blinds and if you plan on bringing dogs then please bring something to hide them.
10. Cameras - you may want to get pictures of your hunts and or film your hunts. Please keep in mind there are other people hunting as well and make sure that you are being discreet about it. No filming with blind lids open or filming outside of your blinds.
11. Tags - Having tags or making tags with your info on them for tagging your harvested birds is recommended. At very least name address phone number information on a piece of paper for the person that is planning on claiming birds. The DNR may stop you or check you and ask who is claiming the birds and it is your responsibility to make sure you know who is claiming them.

For you to keep and look over