



WAIVER, RELEASE, AND INDEMNITY AGREEMENT

NOTE: This form and the Master Hunting Agreement must be signed before the CLIENT and the CLIENT's dog(s) are allowed to participate in activities with Dakota Skies, LLC (Dakota Skies) or enter upon its leased or owned property. Both Hunters and Non-Hunting Guests are required to execute this agreement.

Client's Name:	
Client's Address:	
Client's Phone Number:	
Date of Birth	
Dog's Name:	

In consideration of being permitted to participate in the activities of Dakota Skies, and/or enter or utilize the leased grounds of Dakota Skies, the CLIENT agrees as follows:

- RELEASE OF LIABILITY.** CLIENT relinquishes any and all liability for any cause of action for property damage or personal injury or wrongful death of CLIENT or CLIENT's dog(s) arising out of participation in any Dakota Skies activity. Any such claims, rights, and causes of action that CLIENT may have are hereby relinquished by the CLIENT, the CLIENT's heirs, executors, and assigns. Included in this Release shall be any claim based on the negligence (if any) of RELEASEES.
- ASSUMPTION OF RISK - HUNTING.** CLIENT assumes all risks inherent in hunting and related activities, and acknowledges and understands that said activities involve risks to CLIENT including: bodily injury, partial or total disability, paralysis, and death and damages which may arise there from. These risks and dangers may be caused or increased by the negligence of the CLIENT or the negligence of others, including the RELEASEES identified below. It is further acknowledged that there may be risks not known or that are not reasonably foreseeable at this time.
- ASSUMPTION OF RISK - LAND.** CLIENT assumes the risks arising from the conditions and use of Dakota Skies property (owned and leased), and acknowledges and understands that included in this waiver is any cause of action, arising from performing or failing to perform maintenance, inspection, supervision, or control of said areas, and for the failure to warn of dangerous conditions existing at these activities or properties, or negligent supervision or instruction by RELEASEES.
- INDEMNIFICATION.** CLIENT agrees if any claim for CLIENT's personal injury, death, and or property damage is commenced against RELEASEES, he/she shall defend, indemnify, and save harmless RELEASEES from any and all claims or causes of action by whomever or wherever made or presented for CLIENT's personal injuries, death and/or property damage.
- RELEASEES.** The parties released hereunder include Dakota Skies, other hunters and Clients, sponsors, advertisers, guides, owners and operators of leased grounds, owners and operators of any premise used to conduct any activity, and each of them, their officers, directors, managers, members, agents, employees, and owners.
- APPLICATION.** The CLIENT agrees that this Agreement is intended to be as broad and inclusive as permitted by the law of the State of South Dakota and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Because hunting is an inherently dangerous and risky recreational activity, CLIENT understands that this Agreement is necessary for hunting to exist in its present form.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Client's Signature:	
Date Signed:	I HAVE READ THIS AGREEMENT