

**Rush Creek Guide Service LLC**  
**ACKNOWLEDGEMENT OF RISKS**  
**ASSUMPTION OF RISK AND RESPONSIBILITY**  
**& RELEASE OF LIABILITY.**

**PLEASE READ CAREFULLY THIS IS A CONTRACT & AGREEMENT.**

**DEFINITIONS:**

- Client/Hunter/Group is: YOU, The person signing this agreement/contract.
- Rush Creek Guide Service LLC is: company, outfitter, guide, employee and executor of this agreement/contract.
- Activity: Hunting or any activity undertaken while being guided by Rush Creek Guide Service LLC.

**ACKNOWLEDGEMENT OF RISKS:**

I recognize that there is an inherent danger in this type of activity. The risks may result in serious injury, exacerbation of existing medical conditions or death and are not limited to;

- 1) Falls, Fall from tree stands, collisions, upset & over-turn.
- 2) Cold weather related injuries including Hypothermia, frost-nip and frostbite which may result in loss of limbs, digits, and/or permanent scarring.
- 3) Heat related illness including heat exhaustion and heat stroke.
- 4) An 'act of nature' which may include, rock fall, high winds, severe thunder storms, tornados, lightning, change in water flow/flash floods and other severe weather or temperatures.
- 5) River crossing, flooding or travel including travel to and from the activity.
- 6) Risks associated with crossing, climbing or down climbing of rock snow ice, tree stands and barbed wire fencing.
- 7) Equipment failure or operator error on or off road.
- 8) The unpredictability of domestic, farm and wild animals and their actions including a predatory or defensive attack or injury sustained from a game wounded or otherwise.
- 9) Risk of communicable disease such as Tuberculosis CWD or any other disease transmittable from any animal to any other animal or animal to any human.
- 10) Injury to me or others as a result of deliberate or accidental discharge of firearms or injury from firearms modified outside of the manufactures recommendations. Including firearms modifications not performed by a qualified gunsmith.
- 11) The same rules (Rule '10') apply to bows, arrows, broadheads and all archery equipment.
- 12) Any hunter who wounds and loses any game is liable for any extra expenses required to track and recover said game.
- 13) Attack by wild animals: I acknowledge that certain foreseeable and unforeseeable events can contribute to the unpredictability of hunting and all associated activities and no warranty of any kind, express or implied, is made as to the habits, disposition, suitability, nature or physical condition of any animal. That personal property may be damaged or lost and that I should ask about the potential hazards and recommended precautions and procedures. I understand that I

may suffer accidents or illness in remote place where there are no or limited medical facilities and where communications to Emergency Services such as 911 are not immediately available or not available at all.

**14)** I understand that if I knowingly have any medical condition that may be exacerbated by any of the activities involving any of the risks set forth in this agreement that I indemnify Rush Creek Guide Service LLC, from any liability. I agree to inform Rush Creek Guide Service LLC of any condition that may affect or interfere with my ability to hunt or engage in any of the normal activities associated with wilderness/rural hunting or otherwise.

**15)** Client will be responsible and liable for any financial loss and legal cost of recovery of any monies or income lost if the client attempts to solicit business/leases/hunting or agrees to terms set forth in any solicitation by a person doing business with Rush Creek Guide Service LLC for the purposes business/leases/hunting or personal gain or whom we contract with. Your liability includes any legal expenses incurred against or by Rush Creek Guide Service LLC .

**(INITIAL \_\_\_\_\_)**

**EXPRESS ASSUPMPTION OF RISK AND RESPONSIBILITY:**

In recognition of the inherent risks of the activities which I will engage in, I confirm that I am physically and mentally capable of participating in the activity and/or using any necessary equipment. I assume responsibility for damage to or loss of any personal property as the result of any accident that may occur.

I assume the risk(s) of personal injury, accidents and or illness, including but not limited to any type of minor injury or medical condition, chronic medical condition, traumatic condition, psychotic condition, condition caused by prescription or illegal drugs, alcohol or negligent cause. If I experience fatigue, chill, dizziness, altitude sickness, hypo/hyperthermia, dehydration or any of the afore mentioned conditions I understand that it may diminish my reaction time and increase the risk of an accident.

**(INITIAL \_\_\_\_\_)**

**COVENANT OF GOODFAITH:**

I recognize that you, Rush Creek Guide Service LLC, as provider of goods and/ or services, will operate under a covenant of good faith and fair dealing, but that you may find it necessary to terminate any activity due to forces of nature, medical necessities or other problems, and/or refuse to continue the participation of any person you judge to be incapable of meeting the rigors or requirements of participating in the activity. I accept your right to take such actions for the safety of myself and/or other participants. I acknowledge that no guarantees have been made with respect to achieving objectives.

**(INITIAL \_\_\_\_\_)**

**AUTHORIZATION:** I hereby authorize any medical treatment deemed necessary in the event of any injury while participating in the activity. I either have appropriate insurance or, in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my behalf. I also agree that in the event that my level of consciousness becomes altered or I become unconscious, that the normally accepted rules/laws of 'Implied consent' allow the appropriate guide/manager/employees of Rush Creek Guide Service LLC to act in the best interests of you the client regardless of any expense medical/rescue/egress or otherwise that may be incurred. Rush Creek Guide Service LLC and it personnel do not claim to be medical experts.

**(INITIAL \_\_\_\_\_)**

**Please Turn Page to complete:**

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**RELEASE OF LIABILITY:**

As lawful consideration for being permitted by **Rush Creek Guide Service LLC** to participate in any of the referenced activities (but not limited to the referenced activities).

I DO HEREBY RELEASE FROM ANY LEGAL LIABILITY, AGREE NOT TO SUE, CLAIM AGAINST, ATTACH THE PROPERTY OF OR PROSECUTE AND FURTHER AGREE TO DEFEND, INDEMNIFY AND HOLD **Rush Creek Guide Service LLC** the United States Forest Service, Bureau of Land Management, any Texas /Oklahoma agency or any other State or Government agency/park, any private property owner or lease where any activities referenced in this agreement/contract take place or are undertaken by you the client whether or not injury, death, loss of personal belongings or damage to you the client's personal property is caused by your/their negligence or any other cause.

**(INITIAL \_\_\_\_\_)**

**You the client(s)/hunter(s), group agree that you are responsible for, and understand the conditions set forth in this agreement/contract and that by signing this document that you acknowledge the risks and assumption of risks and responsibilities and RELEASE OF LIABILITY therein.**

**Participant's Name (PRINTED)**

\_\_\_\_\_

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

**Phone Number & Email Address:**

\_\_\_\_\_

**Address:**

\_\_\_\_\_

\_\_\_\_\_

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**Participant's Signature:** \_\_\_\_\_

Amended 3/38/08.