

NORTH CAROLINA

RELEASE, HOLD HARMLESS AND
INDEMNIFICATION AGREEMENT

ROCKINGHAM COUNTY

NOW COMES the undersigned in consideration of the right to hunt and/or engage in outdoor recreational activities on the property located at 403 Live Oak Road, Reidsville, North Carolina, and being commonly referred to as Rockingham County Parcel No. 178799 and hereby agrees to release, hold harmless and indemnify Sporting Dog Alliance, Philip M. Behe and Rocky River Gun Dogs, LLC., based upon the following:

1. That this undersigned desires to hunt and/or engage in other outdoor recreational activities upon the real property referenced above and owned by Philip L. Behe and Philip M. Behe.
2. That Sporting Dog Alliance leases and otherwise occupies the real property referenced herein.
3. That the parties agree that in consideration for the execution of this agreement, the undersigned shall be allowed the right to hunt and engage in outdoor activities on the subject premises.
4. That this undersigned waives for itself, its heirs, executors, administrators and assigns, any and all rights and claims for damages, losses or any and all other demands and/or legal action whatsoever, which he or she individually or collectively may have, or which may arise against Philip M. Behe, Sporting Dog Alliance and/or Rocky River Gun Dogs, LLC, their heirs, successors, employees, agents, directors, officers and assigns, from any and all such claims.
5. That this undersigned hereby expressly assumes all risks of entering the land referenced above and taking part in any activities relating to hunting or outdoor recreation on the subject property which includes, but is not limited to, the discharge of firearms and the firing of live ammunition and riding all-terrain vehicles on the subject property.
6. That this undersigned agrees to indemnify, old harmless and defend Philip M. Behe, Sporting Dog Alliance and/or Rocky River Gun Dogs, LLC and its heirs, successors, employees, directors, officers, agents and assigns from any and all fault, liability, cost expense claims, demands or lawsuits arising out of, related to or connected with the discharge of firearms or any other activity engaged in by this undersigned, including outdoor recreation activities on the premises of the land referenced above.
7. That should any such claim, demand or lawsuit arise or be asserted in any way whatsoever related to hunting activities or any other outdoor recreation activities on the subject property, arising under the laws of the United States, any state or under any theory of law or equity, this undersigned will indemnify, hold harmless and defend Philip M. Behe, Sporting Dog Alliance and/or Rocky River Gun Dogs LLC, and any and all of their heirs, successors, assigns, employees, directors, officers, or agent from any and all costs, expense or liability including, but not limited to, the cost of any settlement or judgement made or rendered against Philip M. Behe, Sporting Dog Alliance, and/or Rocky River Gun Dogs LLC, their heirs, successors, agents, employees, directors, officers or agents, whether individually, jointly, or in any other capacity.
8. That this undersigned furthermore hereby acknowledges and agrees that he or she has read, understands and will at all times abide by this Agreement. Further, this undersigned agrees that Philip M. Behe, Sporting Dog Alliance, and/or Rocky River Gun Dogs LLC may terminate this undersigned authorization to be upon the subject real property at any time, for any reason, or no reason, in the sole and exclusive discretion of such authorized individual.
9. That this undersigned hereby acknowledges that the hunting activities and outdoor recreational activities engaged in upon the premises referenced herein involve INHERENT RISK THAT MAY CAUSE SERIOUS INJURY AND POSSIBLY DEATH TO PARTICIPANTS. This undersigned further recognizes that the hunting activities engaged in upon the subject property involve additional risk and danger associated with the discharge of firearms and the operation of all-terrain vehicles.
10. That this undersigned fully understands the risk and danger associated with their participation in any hunting activity and accept the same entirely at their own risk.
11. That this Agreement shall be binding and shall inure to the benefit of the parties hereto their heirs, successors, assigns, administrators, executors, employees, directors, officers, or agent.

This is _____ day of _____, 20 ____.

PARTICIPANT:

Printed Name:

Address:

Telephone Number:

MINOR CONSENT/AUTHORIZATION:

Name of Minor

Minors Date of Birth

Signature of Parent or Guardian

