

Use of Land Waiver

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

# Sporting Dog Alliance

## Waiver & Membership Form

*(please read carefully before signing)*

This is a release of liability and waiver of certain legal rights. In consideration for my being permitted to participate in the activities of Sporting Dog Alliance (SDA) and the Host/Club holding the trial sanctioned by SDA, I agree to the following Waiver and Release: I acknowledge that hunting and/or target shooting has inherent risks, hazards, and dangers for anyone, that cannot be eliminated, particularly in a wilderness environment.

I UNDERSTAND THAT THESE RISKS, HAZARDS, AND DANGERS INCLUDE WITHOUT LIMITATIONS:

1. The risk of handling firearms and being near others that have firearms in their possession;
2. The risk of injury from ammunition and shot from other guns;
3. Walking in rugged country, including encounters with wildlife, animals and insects;
4. Inclement weather conditions;
5. The risk of injury from riding on an all-terrain vehicle (ATV) or any vehicle used off the paved road;
6. The risk of injury from the use of tree stands.

I understand the risks, hazards, and dangers as described above and I understand that these activities may require good physical conditioning and a degree of skill and knowledge. I believe I have that good physical conditioning and the degree of skill and knowledge necessary for me to engage in these activities safely. I understand that I have responsibilities. My participation in this activity is purely voluntary. No one is forcing me to participate and I elect to participate in spite of the risks.

I AM VOLUNTARILY USING THE SERVICES OF Sporting Dog Alliance (SDA) AND THE HOST/CLUB HOLDING THE TRIAL SANCTIONED BY UFTA WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS, OR DEATH.

Lastly, I, for myself, my heirs, successors, executors, and subrogees, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS Sporting Dog Alliance (SDA) AND THE HOST/CLUB HOLDING THE TRIAL SANCTIONED BY SDA their directors, officers, agents, employees, members and volunteers from and against any and all claims, actions, causes of action, liabilities, suits, and expenses (including reasonable attorney's fees) which are related to, arise out of, or are in any way connected with my participation in this activity, including, but not limited to, NEGLIGENCE of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me or my property as a result of my engaging in these activities or the use of these services, animals, or equipment, whether such damage, loss, injury, paralysis, or death results from negligence of Sporting Dog Alliance (SDA) AND THE HOST/CLUB HOLDING THE TRIAL SANCTIONED BY SDA or from some other cause. I, for myself, my heirs, my successors, executors, and subrogees, further agree not to sue Sporting Dog Alliance, (SDA) AND THE HOST/CLUB HOLDING THE TRIAL SANCTIONED BY SDA as a result of any injury, paralysis, or death suffered in connection with my use and participation in the activities of Sporting Dog Alliance (SDA) AND THE HOST/CLUB HOLDING THE TRIAL SANCTIONED BY SDA. I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE AGREEMENT. I UNDERSTAND THAT I AM SIGNING A WAIVER THAT WILL BE IN EFFECT UNTIL I REVOKE SAME IN WRITING.

# Sporting Dog Alliance

## Membership Form

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Home Phone

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

Family Memberships consist of the members of the family living in your household, ie, spouse and/or any dependent children under the age of 18 years. Anyone over the age of 18 must purchase their own membership.

Spouse: _____	Date of Birth: _____
Children: _____	Date of Birth: _____
Children: _____	Date of Birth: _____
Children: _____	Date of Birth: _____
Children: _____	Date of Birth: _____

Membership fee is \$35.00 per year per person or \$45.00 per year per family. Membership term is from September 1st through August 31st each year. Any new member (defined as someone who has never participated in a SDA trial) may join SDA with a first year membership fee of \$17.50 for individuals and \$22.50 for a family membership. \*\*For Family Membership, list spouse and any children living in the household on the second page of this form.

Mail this form to: Matt Behe, 403 Liveoak Road, Reidsville NC 27320

# Sporting Dog Alliance

## Entry Form

- Open Pointing/Open Flushing: \$55 (4 bird run), dogs may enter twice. Top 5 dogs will make championship round which will be an additional \$25.
- Puppy (cannot have turned 3 before January 1<sup>st</sup>, 2018): \$55 (4 bird run), dogs may enter twice.

Dog/Owner	Division	# entries in division	Total Price

Total Entries for trial: \_\_\_\_\_