

WATERFOWL FOR WARRIORS (“WFW”) AND CITY OF ANOKA (“CITY”) RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT (“AGREEMENT”)

In consideration of being permitted to participate in any way in a waterfowl hunting event sponsored by WFW/CITY (“Event”) I, for myself, my personal representatives, assigns and heirs, state and represent as follows:

1. I acknowledge, agree, and represent that I understand the nature of the Event and that I am qualified, in good health, and in proper physical condition to participate in the Event. I further acknowledge the Event will involve firearms and the potential hazard from the use thereof. I further agree and warrant that if at any time I believe the conditions to be unsafe, I will immediately discontinue further participation in the Event.

2. I fully understand that: (a) outdoor and hunting related Events involve risks and dangers of serious bodily injury, including permanent disability, paralysis and death, and property loss or damage (“Risks”); (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Event, the condition in which the Event takes place, or the negligence of the “Releases” named below; (c) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and I fully accept and assume all such Risks and all responsibility for losses, costs, and damages I may incur as a result of my participation in the Event.

3. I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby release, discharge, and covenant not to sue, now or in the future, WFW or CITY, its respective administrators, directors, agents, officers, members and volunteers, other participants, any sponsors, advertisers, and owners and/or lessors or premises on which the Event takes place, (each considered to be one of the “Releasees” herein) from all liability, claims, demands, losses. Or damages on my account caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations; and I further agree that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement I, or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save, and hold harmless each of the Releasees from any litigation expenses, attorney’s fees, loss, liability, damage or cost which any may incur as the result of such claim.

I have read this Agreement, fully understand the terms, understand that I have given up substantial rights by signing it and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this Agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

DATE: _____

Participant Signature

Printed Name of Participant

Waterfowl for Warriors Photo & Video Release:

I, the undersigned, do hereby consent and agree "Prime Advertising & Design" or "City of Anoka", its employees, or marketing agents have the right to take photographs, videotape, or digital recordings of me or my child/dependent and to use these in any media, now or hereafter known. I further consent that my name, my child/dependents name may be revealed in print, website, marketing materials, or by descriptive text or commentary.

I do hereby release to "Prime Advertising & Design" or "City of Anoka", its marketing agent, and employees all rights to exhibit this work in print and electronic form publicly or privately and to market and sell products. I waive any rights, claims, or interest I may have to control the use identity or likeness in whatever media used.

I understand that there will be financial or remuneration for initial or subsequent publication, transmission, or playback.

I also understand that "Prime Advertising & Design" or "City of Anoka" is not responsible for any expense or liability incurred as a result of my participation in this recording/filming/photography, including medical expenses due to any sickness or injury incurred as a result.

Check the appropriate statement and complete the information below:

____ I represent that I am at least 18 years of age and have read and understand the foregoing statement, and am competent to execute this agreement.

Participant Name (printed): _____

Address: _____

City & Zip: _____ Phone: _____

Signature: _____ Date: _____

____ **I SHALL NOT BE** photographed or appear in any videos. I understand that it is my responsibility to inform photographers or program organizers that I do not wish to be individually photographed and I will not participate in any group photos.

Participant Name (printed): _____

Signature: _____ Date: _____