

WAIVER AND RELEASE

In consideration of being admitted to the Fowling Warehouse and being permitted by the Fowling Parties to participate in Fowling activities and/or events at the Fowling Warehouse or Fowling Events held off premises (each a "Fowling Activity" which shall include my use of the Fowling Parties' equipment and/or facilities), **upon accepting a wristband for entry into the Fowling Warehouse or offsite venues, I agree as follows:**

Acknowledgement; Release; Acceptance of All Risks. I acknowledge, expressly agree and understand:

- Fowling Activities involve inherent, known and unanticipated risks, any and/or all of which could result in physical or emotional injury, disability, death, and property damage;
- The risks of the Fowling Activities are open and obvious to me.
- I accept and assume all of the risks attendant to the Fowling Activities.
- I release and discharge the Fowling Parties (as defined below) from any and all loss, costs, liability, damages, claims and/or causes of action arising from and/or relating to my admission to Fowling Parties' facilities, my participation in any Fowling Activity and/or my use of Fowling Parties' equipment and facilities **except for intentional/gross negligence and/or criminal acts committed by the Fowling Parties.**
- I covenant not to sue the Fowling Parties on account of any such loss, costs, damages, liability, claim(s) and/or causes of action pursuant to this Waiver and Release.

Indemnification and Hold Harmless. I hereby knowingly and voluntarily agree to indemnify and hold harmless the Fowling Parties from any and all claims, demands, or causes of action, including attorneys' fees and expenses, that arise from and/or are in any way related to and/or connected with:

- my participation in any Fowling Activity and/or use of the equipment and/or facilities;
- any claim by a third party for personal injury, damage, loss or theft of property based or cause upon my participation in any Fowling Activity and/or use of the equipment and/or facilities.

Rules. I will abide by all written and/or posted rules of Fowling; the requirements of applicable law; and any further directions, instructions and decisions of Fowling Parties' personnel relating to the manner of my participation in all Fowling Activities.

Photography. I grant the Fowling Parties the right to photograph and record me at the Fowling Warehouse, other Fowling facilities, and at Fowling Events, and permit the unrestricted use of such photographs and recordings, without consideration or compensation to me for such use.

Minors. If the participant is a minor, I, the person signing below, am the parent and/or legal guardian of the minor, and on behalf of such minor, hereby knowingly and voluntarily agree to indemnify and hold harmless the Fowling Parties from any and all claims, demands, or causes of action, including attorneys' fees and expenses, that arise from and/or are in any way related to and/or connected with the minor's participation in any Fowling Activity and/or use of the Fowling equipment or facilities. I further acknowledge and agree that I have explained the inherent risks to the minor.

General: I acknowledge and agree:

- If any of the Fowling Parties shall be found liable to me for any reason whatsoever -- notwithstanding the Release set forth above -- for any loss, costs or damages I may suffer, the total liability of the Fowling Parties shall be limited to the amount I paid to participate in the Fowling Activities giving rise to any claim or cause of action for such loss, costs or damages.
- This Waiver and Release cannot be modified or changed in any way by representations or statements of any agent or employee of Fowling;
- This Waiver and Release shall be valid, binding and in full force and effect for all my future participation in Fowling Activities unless and until this Waiver and Release is specifically revoked by me in writing.

READ THIS DOCUMENT CAREFULLY BEFORE SIGNING – IT HAS LEGAL CONSEQUENCES

By signing below, I have read and understand this Waiver and Release; I understand I am giving up substantial rights, including my right to sue. I am signing this Waiver and Release freely and voluntarily with the intent to be bound by its terms, and not under any physical or emotional disability or diminished mental capacity.

"Fowling Parties" shall mean The Fowling Warehouse, LLC d/b/a Paco's Pouch, Fowling Enterprises, LLC, and each and every entity d/b/a "Fowling Warehouse" and all trades or businesses under common control, and their respective officers, directors, members, managers, employees, agents, representatives, contractors, insurers, spectators, affiliates, equipment suppliers, volunteers; and the heirs, successors and assigns of the foregoing.

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