

HuntChef, Inc. Experience Hunt

Participant Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement for Services

In consideration of the services of HuntChef, Inc., its respective agents, owners, lessors, contractors, holding companies, shareholders, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on its behalf (hereinafter collectively referred to as HuntChef, Inc.), I hereby agree to the following acknowledgements and to discharge HuntChef, Inc. on behalf of myself, my parents, my children, my heirs, assigns, personal representatives and estate as follows:

1. Inherent Risks

- a. I acknowledge that the following describes some, but not all, of the risks that I might encounter while on the HuntChef Experience Hunt, facilities or permitted operations or while participating in activities during the Experience Hunt, I acknowledge that activities like hunting entail known, unknown and unanticipated risks that could result in physical or emotional injury, death, or damage to myself, to property, or to third parties.
- b. I understand and acknowledge that the enjoyment and excitement of this type of activity is derived in part from inherent risks created by activity beyond the accepted safety of life at home or in my normal day to day activities and that these inherent risks contribute to my enjoyment and excitement and are an integral reason for my participation in this activity. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activities of this type of experience.
- c. I acknowledge all hunts are physically demanding due to the rugged and often steep mountainous terrain or open country. I understand that hunting involves hiking or riding to the hunting area. I acknowledge that even when not riding, hiking will not mean walking on flat ground, but will often be on rocky and/or steep inclines. I know and understand that having a successful and safe hunt depends upon my own physical abilities and conditioning. I understand and acknowledge that over-exertion, illness or being sore from hiking/riding are risks associated with this activity.
- d. I acknowledge that hunting risks include, but are not limited to, being killed or hurt or killing or harming another participant by using firearms, bows or hunting gear such as knives, ammunition, bows and arrows, etc. I may encounter the actual animals being hunted or other forms of wildlife and may be attacked or harmed.

2. Food Preparation

- a. I acknowledge that food preparation is an integral part of this activity and that I and other participants may be assisting in food preparations. As with any perishable meat, raw or undercooked game meat can contain harmful bacteria such as salmonellae and pathogenic strains of *Escherichia coli*. These bacteria, often associated with the gastrointestinal tracts of animals, can cause illness in humans when ingested. Contamination of meat or fish may occur through the initial wound as well as during field dressing, handling, and transport. Bacterial numbers will increase on the meat, especially if held at improper temperatures. If the meat is not properly cooked or preserved, or if cross-contamination occurs, there is an increased risk that these pathogens will be ingested, often resulting in foodborne illness. Therefore, proper handling of game meat or fish from the field or stream to the table is extremely important. I agree to indemnify HuntChef, Inc. or anyone acting on their behalf, I agree to indemnify and hold them harmless from injury or illness.
- b. I acknowledge my responsibility to inform HuntChef, Inc. of any specific food related allergies and I acknowledge that HuntChef, Inc. cannot be responsible for allergies, illness or diseases related to meals and food preparation.
- c. I acknowledge that the Experience Hunt will require me to use cooking equipment that I might not be familiar with and may cause injury.

3. Common Carrier

- a. I acknowledge that HuntChef, Inc. is not a Common Carrier but will provide outdoor recreation and cooking experiences. Transportation to and from activities is incidental to the activity and liability is the responsibility of the carrier.
- b. I acknowledge that participants may experience extreme environmental and/or weather conditions. Exposure to the natural elements can be uncomfortable and/or harmful and I am aware that this exposure could cause sunburn, dehydration, heat exhaustion, heat stroke, heat cramps or fatigue, some or all of which may diminish my or the other participants ability to react or respond. Delays or inconvenience because of inclement weather, including but not limited to low visibility, high winds, heavy rain or snow, extreme temperature variations, etc., can occur.

4. Release and Waiver of Rights Including for Claims of NEGLIGENCE

- a. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless HuntChef, Inc. from any and all claims, demands, or causes of action, which are in any way connected with my participation in this Experience Hunt including any such Claims which allege negligent acts or omissions of HuntChef, Inc.

5. Personal Skill & Insurance

- a. I certify that I have sufficient skill and fitness to participate in the activities. I further certify that I have no medical, mental or physical conditions which could interfere with my safety or ability to participate in these activities. I am willing to assume and bear the cost of all risks that may be created, directly or indirectly, by any such condition. I further certify that I have adequate insurance to cover any injury, damage or emergency transportation costs I may cause or suffer while participating, or else agree to bear the costs of such injury, damage or emergency transportation costs myself.

6. Medical Issues

- a. I further agree that, in the event that HuntChef, Inc. deems it necessary to remove me from its activities or to extricate me from the field or from the remote venue in which these services are received for ANY type of health related reason that, by signing this document, I am giving HuntChef, Inc. permission to secure emergency transport or medical care and/or disclose any medical information it may have about me to any health care provider which may become involved in my care, treatment or removal from the field.

7. Photographic Assignment

- a. I understand that HuntChef, Inc. reserves the right to take photographic or film (of whatsoever nature) records of any or all of the activities conducted on its trips and I hereby agree that HuntChef, Inc. may use such records for promotional and/or commercial purposes without any remuneration to me. I hereby assign all right, title and interests I may have in or to any and all media in which my name or likeness might be used by HuntChef, Inc.

8. Price

- a. Price Includes: Lodging, Transportation on Hunting Grounds, Tree stands/Blinds, Field Dressing, Trophy Measurement, Butchering Instruction, Cooking Instruction, Breakfast, Lunch, Dinner, Snacks and Beverages.
 - i. Price Does Not Include: Transfer From/To the Airport, Alcoholic Drinks, Guide Tips, Hunting License or Insurance

9. Deposits and Payments

- a. Deposit is 50% of hunt price
- b. Deposit is due at time of booking
- c. Deposit can be made by credit card or by sending a check to the address listed below.

HuntChef
PO Box 360
Chalkhill, PA 15421
- d. A 4% credit card processing fee will be added to all payments made via credit card
- e. Deposit is **non-refundable** as these hunts are limited in availability
- f. Final Payment is Due 30 days Prior to Hunt. Failure to Remit Final Payment on Due Date Will Result in Cancellation of Your Hunt and Forfeiture of Deposit

10. HARVEST RESTRICTIONS ***MUST INITIAL HERE*** _____

- a. \$1000 fine is applied for harvesting a buck less than 130" in antler/rack size. Also, while harvesting antlerless deer/doe is encouraged on all of our hunts, ***PLEASE NOTE*** if you harvest a button buck that will be considered your "buck" for this hunt. If you place an antlerless tag on a button buck and wish to continue hunting for a mature buck, the fine would be an additional \$750 to do so.

11. Release as Contract and Personal Capacity

- a. I agree that if any portion of this agreement/contract is found to be void or unenforceable, the remaining portion shall remain in full force and effect; this document is intended to be interpreted as broadly as possible. A copy of this agreement can be used as if it was the original. I understand that this document constitutes the entire agreement between myself and HuntChef, Inc. and that it cannot be modified or changed in any way by representations or statements of any nature (be they vocal, advertising, etc.) outside of this document. I am waiving any claims I might have for breach of contract or warranty for statements or representations made outside of this release contract.

By signing this Participant Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement, I acknowledge that:

I may be waiving my legal right to a jury trial to hold the provider legally responsible for any injuries or damages resulting from risks inherent in the hunting activity or recreational opportunity or for any injuries or damages I may suffer due to the provider's ordinary negligence that are the result of the provider's failure to exercise reasonable care. I acknowledge that I AM ULTIMATELY RESPONSIBLE for my own safety during this Experience Hunt.

I also acknowledge that I have the responsibility to inspect any and all facilities or equipment to be used and to immediately advise HuntChef, Inc. of anything which I consider to be unsafe or to refuse to participate. As lawful consideration for my being allowed to participate in the activities offered by HuntChef, Inc., I expressly agree to accept and assume all the risks existing in the HuntChef Experience Hunt. My participation in the Experience Hunt is purely voluntary. I elect to participate in spite of the risks. I expressly agree that this Participant Release of Liability, Waiver of Claims, Assumption of Risk and Indemnity Agreement is contractual in nature and that I am signing it of my own free will.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT. I HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS.

Participant Signature: _____ Date: ____/____/____

Printed Name: _____

*****Please Email Completed Waiver and Personal Information Sheet to kim@huntchef.com*****

PARTICIPANT INFORMATION

Participant Name: _____

Address: _____

City: _____ State: _____ Postal Code: _____

E-mail address: _____ Cell Phone #: _____

Emergency Contacts:

Name: _____

Phone Number: _____

Name: _____

Phone Number: _____

List of Any Allergies or Medical Conditions/Limitations:

List of Current Medications- please plan ahead to bring adequate supply:
