



GUEST WAIVER

Tule Creek Outfitters LLC. 1336 CR 16 Tulia, Texas dane@tulecreek.com

I. RELEASE OF LIABILITY AND ACCEPTANCE OF HAZARDS

I, the undersigned, hereby acknowledge that I have knowingly and willingly entered into a Guided Hunt Agreement, either oral or written, with **Tule Creek Outfitters LLC**. I understand the terms, provisions, and conditions of said Guided Hunt Agreement, either oral or written, and agree to abide by its terms and provisions.

I further acknowledge and understand that no warranty, either express or implied, is made by Dane Swinburn or **Tule Creek Outfitters LLC** as to the quality or quantity of game, the condition of the hunting leases or any roads, buildings, gates, or other improvements located thereon.

I understand and acknowledge that this document serves to warn me that dangerous risks; hazards, and conditions do or can exist when on this guided hunt or in connection therewith. I understand that my presence and participation in this guided hunt exposes both my person and my property to the aforementioned dangerous risks, hazards, and conditions. Such dangerous risks, hazards, and conditions include, but are not limited to, poisonous snakes, insects and spiders; erosion and other potentially dangerous land conditions; rough and/or hazardous driving conditions; rough and/or hazardous walking conditions; wild and/or domestic animals that may be dangerous or potentially diseased; deep and or dangerously frigid waters; persons with firearms, both on and off the property under the control of Dane Swinburn or **Tule Creek Outfitters LLC**.

_____ II. CONSENT FOR THE USE OF PICTURE(S) AND LIKENESS(ES)

I, the undersigned, hereby consent to the use of my picture(s) and likeness(es) for and by **Tule Creek Outfitters LLC**. I understand and consent to the use of my picture(s) and likeness(es) for use in the advertising and promotion of **Tule Creek Outfitters LLC**. I further acknowledge and understand that I will receive no compensation for the use of my picture(s) and likeness(es). **Tule Creek Outfitters LLC** covenants that my picture(s) and likeness(es) will not be sold, transferred, or otherwise delivered to any other person or entity for any reason whatsoever, excepting such persons who are agents or employees of **Tule Creek Outfitters LLC**, and who are acting on the behalf of **Tule Creek Outfitters LLC** for the advertising and promotion of **Tule Creek Outfitters LLC**.

I understand and acknowledge that the terms "I", "my", and "my person", in parts I and II, above, shall be construed to include minors in my care while on this guided hunt.

IN CONSIDERATION for the right to enter into this Guided Hunt Agreement, I hereby release and agree to protect, indemnify, and hold harmless **Tule Creek Outfitters LLC** and all lessors and landowners in connection therewith, along with their respective heirs, agents, employees, and assigns, from any and all liability, penalties, lawsuits, damages, costs and expenses, causes of action, claims, or judgments arising from injury to persons of any nature by any act or acts, omission or omissions, of **Tule Creek Outfitters LLC** or its employees, agents or servants, subtenants, or contractors, and growing out of the Guided Hunt Agreement, also against all legal costs and charges, including attorney's fees reasonably incurred in and about such matters, and the defense of any action arising out of the same.

THEREFORE , this Release and Consent is executed this _____ day of _____ 20 _____

Full Name _____ Signature _____