

RELEASE AND INDEMNIFICATION AGREEMENT

In consideration of using the services of Flyway Outdoors, Ltd. and the entry upon property selected by Flyway Outdoors Ltd. for scouting, stalking, and hunting, including, without limitation, any fields, lakes, ponds, hunting blinds (portable, stationary, pits), swamps, creeks, watercourses, crop land, forested areas, access roads and pastures (collectively the "Property"), the undersigned for himself/herself and his/her personal representatives, heirs, and next of kin, acknowledges and agrees that he/she has chosen of his/her own free will to enter upon the property and hunt upon the property, and realizes that there are inherent dangers from the sport of hunting (including scouting and stalking), including, but not limited to, danger from other hunters, falling waterfowl, the inherent danger of injury from the presence or use of firearms and any other dangers of any nature whatsoever, including dangers of bodily injury or damage that may occur as result of shot, projectiles, knives, traveling by vehicle, all terrain vehicle/and or utility terrain vehicle over rough roads, terrain and fields, and entering, using, and exiting fixed or portable hunting blinds or pits. The undersigned agrees at all times to use extreme caution and care in protecting himself/herself and others from accidents, damage, or bodily injury that may result from any such risk. In addition, the undersigned acknowledges and agrees that the property contains many features, both natural and manmade, that individually or together could result in injury or death to a person, including, without limitation, creeks, watercourses, lakes, ponds, and swamps; ditches and furrows; farming equipment; treetops, hung trees, dead falls and stumps; gas wells; gates; trees weakened by disease, riots, insects or other damage, slopes; and roads and trails. The undersigned entry upon the property is at the undersigneds sole risk, and the undersigned agrees that for good and valuable consideration, the receipt and sufficiency of what is hereby acknowledged, to (a) irrevocably release and forever discharge Flyway Outdoors Ltd., it's members, agents, employees, guides, and contractors (and each of their respective heirs, personal representatives, next of kin, successors, and assigns), and the owners of the property and his, or her or it's heirs, personal representativs, next of kin, successors, and assigns, from any and all liability, cost, expense, obligation, damages, actions or proceedings arising out of, or in anyway related to, any injury to the undersigned or damage to the property of the undersigned, (b) indemnify, defend, and hold Flyway Outdoors Ltd., and it's members, agents, employees, guides, and contractors harmless from and against any and all liability, cost, expense, obligation, damages, actions or proceedings arising out of, or in any way related to, any injury to any person or property (i) upon the property or upon the access roads/trails leading to the property or (ii) caused by the acts or omissions of the undersigned, and (c) indemnify, defend, and hold the owner of the property, and his, her, or it's heirs, personal representatives, next of kin, successors and assigns harmless from and against any and all liability, cost, expense, obligation, damages, action and proceedings arising out of, or in any way related to, any injury to any person or property (i) upon the property or (ii) caused by the acts or omissions of the undersigned. The foregoing agreement is a material inducement to Flyway Outdoors Ltd., to provide services to the undersigned and this agreement shall be binding upon the undersigned and the heirs, personal representatives, next of kin, successors and assigns or the undersigned and shall inure to the benefit of Flyway Outdoors Ltd., and it's members, agents, employees, guides, and contractors (and each of their respective heirs, representatives, next of kin, successors, and assigns), and the owner(s) of the property and his, her, or it's heirs, personal representatives, next of kin, successors and assigns.

ACKNOWLEDGED AND AGREED TO THIS _____ DAY OF _____, 20_____

SIGNED: _____ PRINT: _____