

**BEARPOINT KENNEL LLC/ BLACK FOREST KENNEL LLC
RELEASE OF LIABILITY, WAIVER & INDEMNIFICATION AGREEMENT**

Please, "print" All Requested Information Below, Except For Signature

NAME: _____ **PHONE:** _____

ADDRESS: _____ **CITY:** _____

COUNTY: _____ **STATE:** _____ **ZIP:** _____

Who To Contact In Case Of An Emergency:

NAME: _____ **PHONE:** _____

THIS RELEASE OF LIABILITY, AND INDEMNIFICATION AGREEMENT, is executed on the date indicated below, by the above mentioned individual who resides at the address indicated above, and hereinafter referred to as the '**RELEASOR**'.

In consideration of being permitted to participated in guided hunting, hunting, dog training and other sports hunting related activities conducted by Bearpoint Kennel LLC, Dale R. & Brenda K. Merritt, it's agents, officers, directors, and employees, from any loss or damage related to guided hunting, hunting, dog training and other sports hunting related activities conducted on the following describe real property:

Sections 26, 35 of Township 9 South, Range 68 West and all abutting and adjacent land thereto:
SW 1/4 of Section 25, Township 12 South, Range 61 West. and 35293 Hanisch Rd Property any leased property of Bearpoint Kennel LLC

And each of them; their officers and employees, hereinafter refereed to as "**releases**" from all Liability of the **Releaser.**, his or her spouse, legal representatives, heirs and assigns, for any and all loss of damage, and any claim of damage, resulting there from, on account of injury to **Releaser's** person or property. Even an injury resulting in death of **Releaser**, unless caused by willful and wanton gross negligence of **Release's**, while the **Releaser** is being guided on sport hunting or sport shooting activities of any kind on the above describe real property.

Releaser agrees to indemnify Bearpoint Kennel, Dale R. & Brenda K. Merritt, it's agents, officers, directors, and employees and each of them, from any loss, liability, damage or costs they many incur due to the presence of **Releaser** in or upon the above described real property and any adjacent or abutting property, whether caused by the negligence of **Release** or otherwise.

Releaser expressly assumes such risk and waives any claim he/she might state against Bearpoint Kennel and Black Forest Kennel , Dale R. & Brenda K. Merritt, it's agents, officers, directors, and employees as a result of physical injury incurred as a result of guided hunting or sport shooting activities except to the extent such claim might based on the sole and exclusive negligence of, Bearpoint Kennel, Dale R.& Brenda K. Merritt, it's agents, officers, directors, and employees for physical injury to others, or for property damage, which results from **Releaser's** participation or observation in guided hunting, hunting, or sport shooting activities under the terms of this agreement.

Releaser expressly agrees that this Release, Waiver and Indemnification Agreement is intended to be broad and inclusive as permitted by law of the Stare of Colorado. And that if any portion thereof is held invalid, it is agreed that the balance shall not withstanding, continue in full for force and effect. It is further agreed that this Release, Waiver and Indemnification Agreement shall remain in full force until canceled and terminated in writing by either party.

Releaser agrees that any pictures and / or videos taken during any Training or Seminar that Dale and Brenda Merritt or Bearpoint Kennel LLC., put on, are the property of Dale and Brenda Merritt and Bearpoint Kennel LLC. Any miss use of Pictures or Videos will be considered infringement of rights, without written permission.

Children under 18 must be listed

Signature of Releaser

Date: _____