



***Chestnut Manor Farms
Liability Waiver and Release Agreement***

In consideration of the services provided by Chestnut Manor Farms their owners, agents, participating land owners, employees, volunteers, participants, and all other person or entities acting in any capacity on their behalf, (hereinafter collectively referred to as "CMF"), I agree to release and discharge CMF, on behalf of myself, my children, parents, heirs, successors, personal representatives and assigns as follows:

1. I acknowledge that hunting entails known, unknown, anticipated and unanticipated risks and physical and emotional demands, which could result in various physical or emotional injuries, including but not limited to paralysis, death or damage to myself, to property, or to third parties. Further, I understand that such risks and demands simply cannot be eliminated without jeopardizing the essential qualities of the activity.
2. I expressly agree and promise to accept and assume all known, unknown, anticipated and unanticipated risks existing in this activity. My participation in this activity is purely voluntary and I elect to participate in spite of such risks.
3. I acknowledge that I have successfully completed any Hunter Safety program required by law, and/or possess a valid current Hunting License and all necessary state and federal waterfowl stamps. Further, I acknowledge that any and all equipment in my possession is in proper working order, and I promise to abide by all safety and ethical hunting practices during the course of the activity.
4. I hereby voluntarily release, forever discharge and agree to indemnify and hold in any way related and/or connected to my participation in this activity or my use of any and all equipment, facilities, or vehicles of CMF, including any such claims which allege negligent acts or omissions of CMF.
5. Should CMF, be required to incur attorney's fees and costs to enforce this Agreement, I agree to indemnify and hold harmless CMF for all such fees and costs.
6. I certify that I have adequate insurance to cover any and all injuries or damage I may cause or suffer while participating, or else agree to bear the costs of such injuries or damage myself.
7. I further certify that I have no medical or physical conditions which could interfere with my safety, or anyone else's safety in this activity, or else I am willing to assume, and bear the costs of, all risks that may be created, directly or indirectly, by any such condition.
8. By signing this Waiver and Release Agreement, I hereby acknowledge and consent to the fact that CMF has absolute and final say as to all aspects of the activity, including but not limited to, determining any participant's ability to participate in the activity; and any and all redress from any participant shall be limited to the return of any fee or security deposit paid less any reasonable and necessary costs incurred.
9. I understand that any representations made in this Release will be relied upon by CMF and I acknowledge and expressly agree to allow CMF to rely on any representations made under the Release. Further, CMF makes no warranties, express or implied, to the paying parties of a hunt that have executed a Liability Waiver and Release Agreement, than those representations contained herein.
10. By signing this Waiver and Release Agreement, I acknowledge that CMF has no specific knowledge, other than the representations made in this Release, as to the abilities, physical or mental condition, or condition of equipment, etc. of any participant; and CMF specifically disclaims any obligation or liability for conducting any independent investigations or inspections, including but not limited to the abilities, physical or mental condition, condition or equipment, etc. of any participant.
11. This Liability Waiver and Release Agreement shall be governed by, construed and enforced under the Laws of the State of Maryland, and if any provision of this Release shall be declared invalid or unenforceable, the remainder of the Release shall continue in full force and effect.

I have had sufficient opportunity to read this entire document. I have read and understand it, voluntarily agree to be bound by its terms:

Signature of Participant: _____

Printed Name of Participant: _____

Address: _____

Date: _____

Minor's Name: _____

Parent/Guardian: _____

Witness: _____

Date: _____