RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OR RISK, AND INDEMNITY AGREEMENT ("AGREEMENT") MARION COUNTY

In consideration of **Marion County** furnishing the location and the **Marion County chapter of Quail Forever** providing services that enable me to participate in the special disabled and youth hunts, I agree as follows:
I fully understand and acknowledge that:

a. risks and dangers exist in participating in hunts on lands formerly used as landfills;
b. in my use of firearms and activities such as special hunts that utilize firearms;
c. my participation in such activities and/or use of such equipment may result in my injury or illness including, but not limited to, bodily injury, disease, strains, fractures, partial and/or total paralysis, eye injury, blindness, heat stroke, heart attack, death or other ailments that could cause serious disability;
d. these risks and dangers may be caused by the negligence of participants, or the negligence of others , accidents, breaches of contract, the forces of nature or other causes. These risks and dangers may arise from foreseeable or unforeseeable causes; and
e. by my participation in these activities and/or use of equipment, I hereby assume all risks, dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by me or any other person.

I, on behalf of myself, my personal representatives and my heirs, hereby voluntarily agree to waive, release and discharge from any and all liability for my death, disability, personal injury, property damage, property theft or actions of any kind which may hereafter accrue to me and my estate, Marion County, and its officers, agencies and employees; and indemnify and hold harmless the State of Kansas, and its officers, agents and employees against any and all liabilities and claims made by other individuals or entities as a result of any of my actions during this activity. **If the participant is of minority age (10-17), a parent or guardian must give permission and sign below to allow for the child to participate in special hunts.**

I hereby consent to receive medical treatment, which may be deemed advisable in the event of injury, accident or illness during this activity. **If the participant is of minority age (10-17), a parent or guardian must give permission and sign below to allow for emergency medical treatment to be administered as may be deemed necessary for the child while participating in special hunts.**

I hereby attest that I have received the necessary training and understanding in hunting and its related activities and have taken and passed **HUNTERS EDUCATION**. I take full responsibility for my actions while participating in this activity.
This release and waiver shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I, AND MY PARENT/ GUARDIAN **(if applicable)**, HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE IT IS MY INTENT TO EXEMPT AND RELIEVE **MARION COUNTY and MARION COUNTY CHAPTER OF QUAIL FOREVER** FROM ALL LIABILITY FORM PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

_____ _____ _____ _____
Print Name Age Date of Birth Telephone Number

_____ _____
Signature Date

_____ _____
Address City, State, Zip Code

_____ _____ Date _____

Signature of Parent/Guardian Print Name