

NOONTOOTLA CREEK FARMS

RELEASE OF LIABILITY AND ACKNOWLEDGEMENT OF RISKS BY GUEST

OWENBY LAND COMPANY, DAVID OWENBY, MICHAEL OWENBY and GREGORY OWENBY own land on which OWENBY LAND COMPANY d/b/a "NOONTOOTLA CREEK FARMS" (collectively, "NCF") operates Noontootla Creek Farms (the "Premises"). NCF wishes to ensure a safe and enjoyable experience by all guests on the Premises.

The undersigned party ("GUEST") desires to use the Premises for hunting, shooting and/or fishing activities. GUEST hereby acknowledges that the Premises are used for hunting and shooting activities and other activities with inherent safety risks. GUEST knows, understands, appreciates and assumes all risks involved in shooting and hunting activities and water based sports. In connection with the use of the Premises by GUEST, GUEST has reviewed and agrees to be bound by the following rules for use of the Premises:

1. GUEST will observe, at all times, rules for proper and safe firearms use.
2. GUEST will follow all local, State and Federal gun and game laws.
3. GUEST shall not consume any medication, alcohol or other substance of any kind that affects GUEST's perceptions, reaction times, manual dexterity or judgment concerning safety risks at any time before or during any shooting activity.
4. NCF reserves the right to refuse its services or use of the Premises to any person for any reason.
5. Any breach of rules and procedures for safe hunting and shooting activity known to management or staff of NCF may result in appropriate action as needed to ensure the safety and protection of all guests and staff on the Premises, including expulsion of GUEST without refund of any amounts paid by GUEST.

GUEST acknowledges the open and obvious hazards of shooting sports and water based sporting activity and assumes the risks associated with such activities. GUEST agrees to hold NCF harmless for any and all acts or omissions by GUEST, which lead to or directly cause personal or bodily injury to GUEST or any other person. GUEST agrees that any liability insurance, which may or will cover GUEST for GUEST's acts or omissions on the Premises, shall be primary to any insurance provided by NCF. GUEST further agrees to indemnify and defend NCF, and its agents, employees, owners and independent contractors for any negligent acts or omissions of GUEST from and against any damages, expenses and costs, including any attorney fees and court costs which they may incur as a result of the acts or omissions of GUEST or GUEST's insurance carrier.

I agree photographs and videos taken on Noontootla Creek Farms during guided trips and classes are property of Noontootla Creek Farms and may be used for advertising purposes. In addition, I hereby grant permission to Noontootla Creek Farms, to make and use for promotion or other purposes, photographic records without recourse or compensation to me.

FOR HUNTING:

_____ I certify that I have completed a Hunter Education Course

_____ I acknowledge that I have viewed Hunter Safety video and that I understand proper firearm handling, unloading and safety.

_____ I have a current Georgia Hunting, Sportsman's or Shooting Preserve License

GUEST HAS READ AND ACCEPTS THESE CONDITIONS

Signed, this ____ day of _____, 20 ____.

Name: _____

Address: _____

Guest's Signature
(Parent or Guardian, if client under is 18 years of age)

Phone: _____

Current Georgia Fishing and Trout License _____

Email: _____