

# Bouler’s Game Birds & Bouler’s Upland & Davis Game Birds

## Release of Liability Waiver — 2025/2026 Season

This agreement is made and entered into as of the date signed below by and between the undersigned participant (hereinafter referred to as “Participant”) and Bouler’s Game Birds & Bouler’s Upland, & Davis Game Birds (hereinafter referred to as “Owner”).

### Acknowledgement of Safety Meeting

Initial

The Participant acknowledges that a safety meeting was conducted prior to the hunt, during which hunting rules, firearm safety, and dog handling protocols were explained. The Participant agrees to comply with all safety guidelines provided by the Owner, guides, or representatives.

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### Assumption of Risk

Initial

The Participant understands and accepts that activities involving upland hunting, firearms and hunting dogs carry inherent risks, including but not limited to accidental discharge, falls, animal encounters, or injuries caused by other participants or hunting dogs. The Participant voluntarily assumes all risk, hazards and responsibilities associated with participation.

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### Release of Liability

Initial

The Participant hereby releases, waives, and holds harmless the Owner, their agents, employees, guides, and representatives from any and all claims, actions, demands, liabilities, or expenses that may arise from participation in hunting or related activities, including but not limited to personal injury, property damage, or death sustained by the Participant or any third party.

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### Bird Dog Protection Clause

Initial

The Participant acknowledges the value of the Owner’s (Davis Game Birds) bird dogs and agrees to exercise care and follow all instructions provided to protect them. If a bird dog owned by the Owner is injured, harmed, or killed due to the actions, negligence, or failure of the Participant to follow safety protocols, the Participant agrees to be fully responsible for all veterinary cost, damages, or replacement value of the bird dog.

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### Bird Dog Loss Fee

Initial

If a bird dog owned by the Owners is killed or permanently disabled due to the actions, negligence, or failure to follow protocols by the Participant, the Participant agrees to pay the Owner a non-negotiable fee of \$10,000 to cover the loss, training investment and replacement costs.

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**Indemnity**

**Initial**

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The Participant agrees to indemnify, defend, and hold harmless the Owner, their agents, employees, and representatives from any and all claims, suits, damages, or expenses that arise out of or in connection with the Participant's involvement in hunting activities.

By signing below and initialing each line above, the Participant acknowledges that they have read, understood, and agreed to the terms and conditions of this waiver, and that they received a safety briefing prior to participation in the day's activities.

Participant Name (PRINT): \_\_\_\_\_

Participant Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Owner / Representative: \_\_\_\_\_

Date: \_\_\_\_\_