

BEAR LIABILITY WAIVER



In consideration of the services of DOA Outfitters and Manitoba Limited 7101678, Darryl and Dylan Kantimer, their agents, owners, officers, volunteers, participants, employees, lessors and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "DOA"), I hereby agree to release and discharge DOA on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that hunting entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. Furthermore, DOA and its guides have difficult jobs to perform. They seek safety, but are not infallible. They might be ignorant of a participant's fitness or abilities. They may give inadequate warnings or instructions, and the equipment being used may malfunction.
2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless DOA from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of DOA equipment or facilities, including any such claims which allege negligent acts or omissions of DOA.
4. I further agree to relinquish and release all DOA lessors, their officers, employees, and guests from all claims which the undersigned may have or hereafter accrue arising out of any occurrence upon or related to the premises of lessor upon which activity occurs.
5. Should DOA or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
6. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions, which would interfere with my 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.
7. I agree to use a full body harness when engaging in hunting activities using a tree stand. If I fail to use a full body harness I agree to accept full responsibility for any risk caused by such action, hereby releasing DOA of any responsibility.
8. **I agree to consume no alcohol between 4 A.M. and 6 P.M. on the days that I am hunting. It will be at my guides discretion whether or not I hunt if alcohol is consumed during those designated times.**
9. **I agree that a wounded animal ends the hunt for that season. See next page for Wounded Policy.**

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in activity, I may be found by a court of law to have waived my right to maintain a lawsuit against DOA on the basis of any claim from which I have released him or her herein. I have had sufficient opportunity to read this entire document. I have read and understand it and I agree to be bound by its terms.

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WOUNDED POLICY

The wounding of a big game animal is unfortunate and usually avoidable. It is your responsibility as hunters to practice with your weapon of choice long before the hunt commences and make sound decisions on making an ethical shot. It is the Outfitters responsibility to make every effort in trying to retrieve wounded game.

In the event that a wounded animal is not recovered, regardless of what type of wound, it is considered a successful kill and the hunt is over.

Hunters's Training Certificate # _____

Full Name (Print) _____

Date of Birth _____

Address _____

Province/State _____ Postal/Zip Code _____

Signature of Participant _____

Date _____