

LunaRita Outfitters, LLC.  
8038 N Wildomar Drive  
Tucson, AZ. 85743

**RELEASE OF LIABILITY, ACKNOWLEDGEMENT AND ACCEPTANCE OF DANGERS, RISKS, AND HAZARDS AND INDEMNIFICATION AGREEMENT**

In consideration of access granted by LunaRita Outfitters, LLC ("LRO") to certain lands located in the state of Arizona, (the "Premises"), and as a participant in the guided hunt services offered by LunaRita Outfitters, herein referred to as LRO, the undersigned hunter/participant agrees:

I \_\_\_\_\_ hereby acknowledge that I have knowingly and willfully have executed this RELEASE OF LIABILITY, ACKNOWLEDGEMENT AND ACCEPTANCE OF DANGERS, RISKS AND HAZARDS AND INDEMNIFICATION AGREEMENT (this "Waiver") and agree to the following:

I RECOGNIZE AND AGREE THAT I ACCEPT ACCESS TO THE PREMISES IN ITS CURRENT "AS-IS", "WHERE-IS" CONDITION AND ALL FAULTS and that no warranty has been made as to the condition of the Premises or of any improvement that is located on the Premises. I acknowledge and understand that dangerous conditions do exist on and about the Premises and that the activities that I desire to undertake and my presence on the Premises expose me to numerous dangerous conditions, risks and hazards, including but not limited to: poisonous snakes, insects, spiders, flora and fauna; rough hazards and dangerous driving and walking conditions; deep water, other persons with firearms, and use of vehicles for a purpose which they are not intended. I expressly assume all risks, hazards and dangers with the understanding that I will be exposed to same.

I HEREBY AGREE TO RELEASE, PROTECT, INDEMNIFY, DEFEND AND HOLD HARMLESS LRO and LRO's owners, agents, employees, lessors, landowners and representatives (the "Guide Parties") from and against any and all claims, demands, payments, liabilities, damages, suits, actions, recoveries, costs and expenses (including reasonable attorney's fees and court costs) of whatsoever nature, including, without limitation, all losses and damage of any kind of property or personal injury (including death), based upon any danger, hazard or defect that may exist on or about the Premises or form any activity, accident, incident or occurrence arising out of, incidental to or in anyway resulting from my use, presence or activities on or about the Premises and all improvements located thereon, EVEN IF CAUSED BY THE STRICT LIABILITY OR NEGLIGENCE (WHETHER SOLE, JOINT OR CONCURRENT) OF THE GUIDE PARTIES and whether asserted by me or any person claiming by, through or under me, and including any damages, costs and losses (including loss of business opportunity or profits) based upon the violation of any rules set forth below. I further covenant and agree that I, my heirs, successors and assigns will not make any claim or institute any suit or action at law or in equity against the Guide Parties by reason of condition of the Premises or any activity, accident, incident or occurrence occurring thereon. I

further agree that neither LRO nor Guide Parties shall be liable in an action for special, indirect or consequential damages relating to same.

While on the premises and partaking in the services rendered by LRO, I agree to:

\_\_\_1. Comply with all local, state and federal laws regulations and ordinances, including, without limitation, any of same relating to hunting and establishing hunting seasons.

\_\_\_2. Observe safe shooting practices, ensuring proper spacing with other persons located on the Premises and remaining cognizant of their cone of fire, as well as the location of any dogs utilized.

\_\_\_3. Refrain from using or permitting the use of alcohol or illegal drugs of any kind prior to the entry on or while located on the Premises.

\_\_\_4. Refrain from removing or permitting any person to remove any earth, soil, shale, rock, minerals or any other like substances of whatever nature from the Premises.

\_\_\_5. Keep the Premises clean and remove any and all trash, spent shells, cans or other forms of litter on or about the Premises.

\_\_\_6. Refrain from blocking any roads or gates with any vehicle.

\_\_\_7. Keep all gates on Premises closed.

\_\_\_8. No ground shoot, roost shoot or target shoot of game to take allowed.

\_\_\_9. Observe the boundaries of the Premises as specified by the Guide.

\_\_\_10. Do not institute contact with or participate in communication with the landowner of the Premises regarding the formation of business relationship related to the Premises and/or the provision for hunting on lands leased, licensed or otherwise controlled by the Guide or LRO.

\_\_\_11. Knowingly, going into this hunt, that the hunting party/parties have no guarantee of success. Success is determined by desire and willingness to hunt as needed to succeed. This is a wild game and a fair chase hunt.

\_\_\_13. Once the hunt has been booked, there are no refunds of any money due to success rate or weather condition. Come rain or shine, once the hunt is booked, the hunt will take place, unless the hunting parties decide for themselves they do not want to participate due to the weather.

\_\_\_14: In the unfortunate and unforeseen situation of a hunting dog getting shot by the below signed, agree to pay the owner of the dog \$3,000.00 plus any incurred medical costs. I also agree should I shoot and kill a dog, to pay the owner of the dog \$10,000 plus any incurred medical costs.

\_\_15: In the event that LRO or its agents are required to secure the services of legal counsel to insure that this agreement is adhered to, then I agree to pay in full for the costs of any attorney's fees and court costs.

By signing below, I agree and stipulate that I have read and understood the forgoing.

**I UNDERSTAND THAT BY SIGNING BELOW, I AM AGREEING TO INDEMNIFY LRO, THE GUIDE AND THE GUIDE PARTIES FROM AND AGAINST THEIR OWN NEGLIGENCE.**

I hereby acknowledge that I have knowingly and willingly entered into the Waiver.

Printed Name:

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Signature:

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Date:

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Address:

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Phone:

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Email:

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