



STEVENS LAKE OUTFITTERS, LLC.

LICENSE AGREEMENT AND WAIVER AND RELEASE AGREEMENT

Please read carefully before signing. This is a release of liability and wavier of certain legal rights.

This license agreement and release executed between _____ of _____, hereinafter "hunter" and Stevens Lake Outfitters, L.L.C. of Princeton, Illinois, hereinafter "licensor" on this _____ day of _____, 200_.

Licensor hereby grants to hunter the right to hunt and harvest deer on property owned and managed by Stevens Lake Outfitters,L.L.C. located in Princeton, Bureau County, Illinois on _____, 200_.

- 1. LICENSE FEE:** Hunter agrees to pay to licensor the sum of \$_____ for this license in which a down payment of 50% is due ten days after booking your hunt and final payment is due 30 days prior to the day of your hunt.
- 2. HUNTING LICENSE REQUIRED:** Hunter agrees that he will be licensed and permitted to engage in bow and arrow or shotgun hunting by the State of Illinois Department of Natural Resources on the date of this license.
- 3. COMPLIANCE WITH STATE AND FEDERAL LAWS:** Hunter agrees to comply with all applicable State and Federal laws and regulations pertaining to the hunting and harvesting of deer on said premises and agrees that he will not engage in any unlawful activity while he is on said premises pursuant to this license.
- 4. COMPLIANCE WITH STEVENS LAKE OUTFITTERS, LLC. RULES:** Hunter has read, understands, and agrees to fully comply with the rules associated with this license that have been provided to hunter simultaneously with this agreement.

Hunter will be granted a specific and exclusive location in which to hunt pursuant to this license, and agrees to conduct all of his activity strictly within the bounds of the area assigned to hunter by licensor.

5. NO THIRD PERSONS: Hunter agrees not to bring third persons to the premises and understands that any such persons will be treated by licensor, landowner, and their agents as trespassers.

6. NO FIREARMS: Hunter agrees not to bring any firearms onto the premises (unless hunting during shotgun season).

7. AGREEMENT TO INSPECT STANDS AND WEAR SAFETY HARNESS: Hunter agrees that he alone is responsible for the safety of himself and others and understands that it is his responsibility to insure his own safety while on the premises and shall inspect and secure all stands adequately, Hunter acknowledges he or she shall at all times wear a safety belt or harness while positioned on any stand.

8. AUTHORITY TO ENTER INTO AGREEMENT: Licensor warrants that he has authority to enter into this agreement and grant the license and rights to hunter herein contained by the lawful owner of said premises.

9. DISCLOSURE OF RISKS OF HUNTING: In consideration for my being permitted to participate in the activities of STEVENS LAKE OUTFITTERS of Princeton, Bureau County, Illinois, I agree to the following Wavier and Release:

I acknowledge the hunting has inherent risks, hazards, and dangers for anyone, that cannot be eliminated, particularly in a wilderness environment. I UNDERSTAND THAT THESE RISKS, HAZARDS, AND DANGERS INCLUDE WITHOUT LIMITATION:

A. The risk of handling firearms and being near others that have firearms in their possession;

B. The risk of injury from ammunition and shot from other guns;

C. Hiking, camping and walking in rugged country, including encounters with wildlife, animals and insects;

D. Inclement weather conditions including, but not limited to temperature extremes;

E. The risk of injury from riding on an all terrain vehicle (ATV) or any vehicle used off the paved road.

F. The risk of injury from the use of tree stands.

G. The unavailability of immediate medical attention in the wilderness in case of injury.

H. Certain Hazards such as surface and sub-surface conditions.

I. Encountering variations in terrain that are my responsibility, such as creeks, water, bridges, traveled roads, stumps, forest growth, debris, rocks and cliffs, and other obstacles, obvious or not obvious, man made or natural.

10. OPPORTUNITY TO DISCUSS RISKS WITH STEVENS LAKE

OUTFITTERS, L.L.C. I understand the risks, hazards, and dangers of hunting and have had the opportunity to discuss them with Stevens Lake Outfitters, L.L.C.

11. CERTIFICATION OF GOOD PHYSICAL CONDITIONING AND SKILL:

I understand that these activities may require good physical conditioning and a degree of skill and knowledge. I believe I have that good physical conditioning and the degree of skill and knowledge necessary for me to engage in these activities safely. I understand that I have responsibilities.

12. ACKNOWLEDGEMENT OF VOLUNTARY PARTICIPATION: My

participation in this activity is purely voluntary. No one is forcing me to participate and I elect to participate in spite of the risks. **I AM VOLUNTARILY USING THE**

SERVICES OF STEVENS LAKE OUTFITTERS,L.L.C. WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS, OR DEATH.

13. MEDICAL/EMERGENCY CONTACT INFORMATION: I have

completed the Medical/Emergency Contact Information form attached hereto and incorporated by reference herein. I

certify that all information provided herein is true, accurate and complete.

13. WAIVER AND RELEASE OF LIABILITY:

Hunter acknowledges that participating in hunting is a dangerous activity to himself and others. Hunter for myself, my successors, my assigns, my subrogates, my personal representatives, heirs, and next of kin, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, DISCHARGES, INDEMNIFY, HOLD HARMLESS AND COVENANTS NOT TO SUE, Stevens Lake Outfitters, L.L.C., its members, its directors, its managers, its officers, its agents, its employees or volunteers; the landowners of any properties or their agents; the lessees; the personal representatives, assigns, heirs and next of kin for any of the above, (hereinafter "releasees") from and against any and all claims, actions, causes of action (regardless of legal theory), liabilities, suits, expenses (including reasonable attorneys' fees) which are related to, arise out of, or are in any way connected with my participation in this activity including, but not limited to, **NEGLIGENCE or RECKLESSNESS** of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me or my property as a result of my engaging in these activities or the use of these services, animals or equipment, whether such damage, loss, injury, paralysis, or death results from negligence of Stevens Lake Outfitters, L.L.C. or from some other cause. I, for myself, my successors, my assigns, my subrogates, my personal representatives, heirs, and next of kin further agree not to sue Stevens Lake Outfitters, L.L.C. as a result of any injury, paralysis, or death suffered in connection with my use and participation in the activities of Stevens Lake Outfitters, L.L.C.

14. INDEMNIFICATION: Hunter agrees to indemnify the releasees and each of them from any loss, liability, damage or cost releasees may incur due to the presence of hunter in or on the aforesaid premises whether caused by the negligence or recklessness of releasees, hunter, or otherwise. Hunter hereby assumes full responsibility for and risk of bodily injury, death or property damage due to the negligence of releasees or otherwise while on the aforesaid premises pursuant to this license. Hunter intends for this indemnification provision to be binding on his/her

my successors, my assigns, my subrogates, my personal representatives, heirs, and next of kin.

15. SEVERABILITY AND LIMITATION OF REMEDY: Hunter expressly agrees that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Illinois and that if any portion of the agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

To the extent any portion of this agreement is held invalid, Hunter acknowledges he/she has had the opportunity, or has knowingly and voluntarily waived the opportunity to examine all books, papers, records and documents relating to the operation of Stevens Lake Outfitters, L.L.C.'s financial condition and agrees that to the extent any recovery is permitted because this agreement is invalid or does not cover the claim or activity listed herein, any such recovery (regardless of legal theory, including but not limited to, **RECKLESSNESS**) will be against Stevens Lake Outfitters, L.L.C. only and not against Stevens Lake Outfitters, L.L.C.'s members, directors, managers, officers, agents, employees or volunteers; the landowners of any properties or their agents; the lessees; the personal representatives, assigns, heirs and next of kin for any of the above persons.

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE AGREEMENT.

Signed:

_____ Date and Time: _____

(Signature of parent or legal guardian if under 18)

_____ (Printed Name)

STEVENS LAKE OUTFITTERS, L.L.C. President