



Acknowledgment of Responsibility and Release Agreement

To: BAY FLATS LODGE, INC., including all of its employees, principals, agents, guides, contractors, lessors, lessees, partners, members, owners, officers, directors, successors and assigns (referred to collectively below as "Owners")

From: _____, on behalf of himself/herself and all accompanying minors
your name here (referred to collectively below as "Guest")

Subject: Our visit to your lodge in Calhoun County, Texas (referred to below as the "Property"), and our hunting and/or fishing trip in the surrounding areas.

Guest represents, acknowledges and agrees that:

1. Guest understands that visiting the Property and participation in hunting and/or fishing activities at the Property and the surrounding areas may involve potentially dangerous and hazardous situations, including, but not limited to: (i) water and ground transportation; (ii) use of firearms and archery equipment; (iii) being in the presence of potentially dangerous animals (such as sharks, stingrays, dogs, cattle, horses and other livestock; wild hogs, wild cats, coyotes, rattlesnakes, water moccasins, and biting and rabid rodents and varmints) and poisonous and disease carrying insects (such as scorpions, spiders, mosquitos, flies, bees, wasps, fleas and ticks with tick fever, the plague, rabies, lymes disease and other diseases); (iv) hiking, hunting, all terrain vehicle riding, fishing, boating, and wading in dangerous waters and terrain (with slippery, muddy and boggy conditions); pit blinds, barbed wire and other dangerous material; potentially dangerous streams, rivers, bays and lakes with changing waterflow or currents, submerged and semi-submerged objects, and overhanging objects; sinking, capsizing and swamping of watercraft; narrow, muddy and icy dirt roads and trails; poison oak, poison ivy and other poisonous plants; (v) being in remote areas in unpredictable weather and without ready access to medical or emergency services; (vi) equipment failure; (vii) operation of vehicles, boats, and farm and ranch equipment and machinery; and many other activities and situations which involve both obvious and hidden risks and dangers to Guest and others.

2. Guest understands that visiting the Property and the surrounding areas and participating in various hunting and/or fishing activities could expose Guest to, and Guest agrees to take necessary precautions to protect against: falls; drowning; exposure to the elements; cold weather related illnesses and injuries (such as wind chill, hypothermia, frost nip and frost bite); heat related illnesses and injuries (such as heat exhaustion, heat stroke and sun burn); dehydration; fatigue; dizziness; hyperventilation; oxygen shortage (anoxia); sprains; torn muscles and ligaments; fractured or broken bones; eye damage; cuts, wounds, scrapes, abrasions and contusions; head, neck and spinal injuries; animal and insect bites and attacks; injuries caused by discharge of guns and archery equipment and sharp fishing hooks; shock; paralysis and death. Guest agrees that Guest will immediately notify Owners if Guest (or any other Guest) experiences any of the problems described above, or any other medical problems, while at the Property. Guest acknowledges that some of such problems may diminish Guest's reaction time and ability to reason, which increases the risk of further accidents and problems.

3. Guest has been advised to wear appropriate clothing and protective equipment, and to wear an appropriate U.S.C.G. approved personal floatation device when boating and fishing. The failure of Guest to do any of the above, or to wear or carry any other safety device or equipment which is appropriate for the activities Guest will undertake at the Property, shall be at Guest's sole risk.

4. Guest shall at all times remain alert and observant, and will take all reasonable and prudent precautions to minimize risks and dangers to Guest and others.

5. Except to the extent indicated otherwise below, Guest is in good physical and mental health and is suffering from no ailment, infirmity or physical impairment which would endanger Guest or others, or put Guest or others at risk as a result of the activities and presence of Guest at the Property.

6. Guest acknowledges that Owners reserve the right to terminate Guest's visit or any activity at the Property due to forces of nature, medical necessity or other circumstances which present a danger to Guest, Owners or others. This includes the right to prevent or stop Guest from participating in any particular activity at the Property if, in the good faith judgment of Owners, Guest is incapable of meeting the rigors or requirements of participating in such activity, or if such activity otherwise poses a danger to Guest. Owners also reserve the right to take such other actions as Owners feel necessary or appropriate to protect the safety of Owners, Guest and other persons (and their respective property).

7. Guest acknowledges that accidents and other problems can (and occasionally do) happen, regardless of the care and precautions taken by Owners, Guest or any other party, and that Guest may experience one or more accidents or other problems.

8. Guest authorizes any first aid and medical treatment deemed necessary or appropriate in the event of any illness or injury while Guest is present at, or participating in any activity (and to the release of any medical records and information which may be required or helpful in administering such first aid or medical treatment). Guest agrees to pay all costs and expenses associated with such first aid and medical treatment to the extent such costs and expenses are not paid by Guest's insurance coverage.

9. Guest shall be solely responsible to take appropriate precautions to make sure the equipment, personal property and effects of Guest are not lost, damaged or misused by Guest or others.

10. Guest shall not hunt, fish or drive vehicles or watercraft without possessing all legally required licenses, tags and permits.

11. Guest agrees to follow any reasonable instructions or rules that Owners may give Guest with respect to Guest's presence or activities on the Property.

12. Guest understands that unpredictable weather and fish and game movement, and certain foreseeable and unforeseeable events, can contribute to the unpredictability, and the success or lack of success, of any activity in which Guest participates. Owners make no representations or warranties of any kind, express or implied, regarding the habits, disposition, suitability, availability, nature, size or physical condition of any wild or domestic animal or fish. Owners do not guarantee Guest's success with respect to any hunting, fishing or other activity in which Guest participates.

13. Guest acknowledges that Owners could not afford to allow Guest on the Property or allow Guest to participate in the hunting and fishing activities for the fee charged unless Guest executes this Agreement. Guest has freely and voluntarily chosen to visit the Property and participate in various activities, and has freely and voluntarily agreed to the matters set forth in this Agreement.

In recognition of the above, Guest agrees that, except to the extent caused directly by the willful misconduct of Owners, Guest assumes the full risk and responsibility of all illness, harm, injury, disease, damage, death and personal and economic loss to Guest, and the property of Guest, arising out of owner's own negligent acts, and the presence and activities of Guest at the Property and in hunting and/or fishing in the surrounding areas. Guest agrees to protect, indemnify, defend and hold harmless Owners with respect to all such illness, harm, injury, disease, damage, death and loss, except to the limited extent caused directly by the willful misconduct of Owners. In addition, Guest agrees to protect, indemnify, defend and hold harmless Owners from and against any and all claims, losses, liabilities, damages, expenses and costs (including reasonable attorney fees) relating to any injury, illness, harm, damage, disease, death or personal or economic loss to any person or property incurred or suffered by Owners or any other person as a direct or indirect result of the negligence or misconduct of Owners, or violation of this Agreement by Guest.

In the event Guest asserts any claims, or initiates or participates in any mediation, arbitration or litigation against Owners, Guest expressly waives (and agrees that Guest shall have no right to recover from Owners) any award or any amount of damages in excess of the amount Guest has paid Owners for the right to enter, use, be on, or participate in activities on the Property or the surrounding areas utilized for hunting and/or fishing. Guest shall not assert or pursue any claim, lawsuit or other proceeding against Owners unless written notice of such claim, lawsuit or proceeding is delivered to Owners within one year after Guest's visit.

In the event any provision of this Agreement is determined by a court of law with proper jurisdiction to be unenforceable, such determination shall have no effect on the other provisions of this Agreement, all of which shall continue and remain in full force and effect.

THE UNDERSIGNED, INDIVIDUALLY AND ON BEHALF OF HIS/HER HEIRS, EXECUTORS AND ASSIGNS, RELEASES, AGREES INDEMNIFY AND HOLD OWNERS HARMLESS FROM ANY CLAIM ASSERTED BY, THROUGH OR UNDER THE UNDERSIGNED, IN ANY WAY RELATED TO OR RESULTING FROM MY STAY AT BAYFLATS LODGE, AND THE RELATED HUNTING/FISHING ADVENTURE, INCLUDING ANY CLAIM OR LIABILITY WHICH FOR ANY REASON OWNERS ARE ALLEGED TO BE LEGALLY LIABLE, INCLUDING ANY CLAIM OR LIABILITY BASED ON OWNERS' OWN NEGLIGENT ACTS, GROSS NEGLIGENCE, DTPA VIOLATION, BREACH OF CONTRACT, BREACH OF FIDUCIARY DUTIES, ACTUAL DAMAGES, EXEMPLARY DAMAGES, DAMAGES TO PROPERTY, DAMAGES DUE TO MENTAL ANGUISH, DAMAGES DUE TO PHYSICAL PAIN OR PHYSICAL IMPAIRMENT, OR ANY OTHER CLAIM, OR ANY OTHER DAMAGE, OF WHATEVER NATURE. THIS RELEASE AND INDEMNITY SHALL APPLY WHETHER OR NOT ANY SUCH INJURY OR DAMAGE HAS BEEN, OR IS ALLEGED TO HAVE BEEN, CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR FAULT OF OWNERS (AS DEFINED HEREIN).

In the event Guest asserts any claims, or initiates or participates in any mediation, arbitration or litigation against Owners, Guest expressly waives (and agrees that Guest shall have no right to recover from Owners) any award or any amount of damages in excess of the amount Guest has paid Owners for the right to enter, use, be on, or participate in activities on the Property or the surrounding areas utilized for hunting and/or fishing. Guest shall not assert or pursue any claim, lawsuit or other proceeding against Owners unless written notice of such claim, lawsuit or proceeding is delivered to Owners within one year after Guest's visit.

In the event any provision of this Agreement is determined by a court of law with proper jurisdiction to be unenforceable, such determination shall have no effect on the other provisions of this Agreement, all of which shall continue and remain in full force and effect.

GUEST ACKNOWLEDGES THAT, BY SIGNING OR INITIALING THIS DOCUMENT, GUEST IS WAIVING AND GIVING UP CERTAIN VALUABLE LEGAL RIGHTS AND REMEDIES.

On behalf of myself/ourselves and all minors accompanying me/us and my/our heirs, successors, assigns and representatives, we have executed this Agreement as of _____.
(date)

BAY FLATS LODGE, INC.

By: _____
CHRIS MARTIN, President

Print Name of Guest _____ Email: _____

Initials or Signature of Guest _____ Telephone: _____

By checking this box, I agree to terms and conditions listed above.

Name(s) of accompanying minor(s)
(under 18):

Signature(s) of Parent or Guardian of
minor(s) if other than Guest:

Please describe any illnesses, medical problems, infirmities and/or physical impairments any Guest and/or accompanying minor may have: _____

To send us back this pdf with your initials that verify your agreement, please **click the link below and attach the completed pdf form.** **PLEASE RESAVE the pdf with your full name on end of title BEFORE attaching the file.**

email pdf back by clicking here chris@bayflatslodge.com

Thank you for taking time to fill this important document out for us. If you have any questions, please call us at 1-888-677-4868 or email us at <http://www.chris@bayflatslodge.com>

