

Cross Trail Outfitters of South Carolina Inc.
Youth Participant Liability Waiver/Release

All shooting sports, outdoor activities, hunting and fishing-related to Cross Trail Outfitters are inherently dangerous as is life. *INJURIES CAN AND WILL HAPPEN*. Cross Trail Outfitters, and further, any member or organizers, SHALL NOT BE RESPONSIBLE FOR ANY ACCIDENTS CAUSING INJURY OR DEATH, BAD DIRECTIONS, OR DAMAGED PERSONAL EQUIPMENT that occur as a result of any activities both related to or non-related to CROSS TRAIL OUTFITTERS of SOUTH CAROLINA, INC. regardless of fault. We do not claim to be experts; any advice given by another member should not be acted upon without first verifying its validity. If you join club events, you join at your own risk. Please note that the waiver must be signed before embarking on your Cross Trail Outfitters event or outing dated: **October 6 – October 8, 2017.**

The Undersigned, in consideration of being allowed to participate in any way on the **Dale Hanna, Vance, SC property outing**

1. I for myself, my executors, administrators, heirs, next of kin, successors and assigns:
 - (A) Waive and release any and all claims that I may have against CROSS TRAIL OUTFITTERS of SOUTH CAROLINA INC. or **Dale Hanna Vance SC Property** and their officers, directors, members, volunteer committee persons, employees, and agents, or any one or more of them or their executors, administrators, heirs, next of kin, successors, or assigns (the Releases), including any and all claims for damage caused by the negligence of any of them, arising out of my participation and their related activities, together with any costs, including attorneys' fees that may be incurred as a result of any such claim whether valid or not, and
 - (B) Indemnify and hold harmless the Releases and each of them against any such claim that I or my guests or any one or more of them or my or their executors, administrators, heirs, next of kin, successors, or assigns may have or assert and against any cost including attorneys' fees and respect thereto.
2. Agree that prior to participating, they will inspect the facilities and equipment to be used, and if they believe anything unsafe, they will immediately advise the Cross Trail Outfitters Director or Outfitter.
3. Acknowledge and fully understand that each participant will be engaging in activities that involve risk of serious injury, including permanent disability and death, and severe social and economic losses which might result not only from their own actions, inaction or negligence, but also the actions, inactions or negligence of others, the rules of play, or the condition of the premises or any equipment used. Further, that there may be other risks not known to us or not reasonably foreseeable at this time.
4. Assume all the forgoing risks and accept personal responsibility for the damages following such injury, permanent disability or death.
5. Release, waive, discharge and covenant not to sue Cross Trail Outfitters of South Carolina, Inc., or **Dale Hanna Vance SC Property** or any affiliated groups, their respective administrators, directors, agents, coaches, and other employees of the organization, other participants, sponsoring agencies, sponsors, volunteers, advertisers, and if applicable, owners and renters of premises used to conduct the event, all of which are hereinafter referred to as "releases," from any and all liability to each of the undersigned, his or her heirs and next of kin for any and all claims, demands, losses or damages on account of injury, including death or damage to property, caused or alleged to be caused in whole or in part by the negligence of the releases or otherwise.
6. I understand and agree that this Release of Liability Agreement covers each and every activity and event in which I participate hereafter.
7. This waiver and release is formed under and is to be interpreted consistent with the laws of the State of South Carolina.
8. I agree and understand that SAFETY is my sole responsibility and release all persons and entities from this responsibility.
9. I represent that my agreement to the provisions herein is wholly voluntary, and further understand that, prior to signing this agreement I have the right to consult legal counsel.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT AN INDUCEMENT.

Printed Name of Youth Participant

Parent or Guardian Signature

Date