

RELEASE AND WAIVER OF LIABILITY

PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS

Participant Name: (please print): _____ DOB: _____
Participant Address: _____ City/State/Zip: _____
Participant Phone: Home: _____ Cell: _____
Is Participant a Minor (under 18 years of age): ___ Yes ___ No Email: _____
If Minor, Please Print Name of Parent/Guardian: _____ Relation: _____

I, _____, acknowledge that I voluntarily have chosen to participate in activities-including activities for Recreational or Conservation Purposes at Gardner Camp located in Township 5 South, Range 7 West of the Fourth Principal Meridian, Pike County, Illinois. For the purpose of this agreement, "Recreational or Conservation Purposes" means entry onto the Gardner Camp property to conduct hunting or recreational shooting or a combination thereof or any activity related to the aforesaid hunting or recreational shooting, or entry by the undersigned onto the land of Gardner Camp for any activity undertaken for conservation, resource management, educational, or other outdoor recreational use.

I AM AWARE THAT THESE ACTIVITIES ARE HAZARDOUS ACTIVITIES AND THAT I COULD BE SERIOUSLY INJURED OR EVEN KILLED. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED, AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN. BY SIGNING THIS DOCUMENT, I AM WAIVING ANY AND ALL LIABILITY ACTIONS WHICH I MIGHT PURSUE AGAINST THE J.W. GARDNER, II DECLARATION OF TRUST DATED OCTOBER 28, 2009, STATE STREET BANK AND TRUST COMPANY, AS SUCCESSOR TRUSTEE OF THE J.W. GARDNER, II DECLARATION OF TRUST DATED OCTOBER 28, 2009, THEIR DIRECTORS, OFFICERS, EMPLOYEES, ADVISORY BOARD, AND AGENTS (COLLECTIVELY, "GARDNER CAMP") FOR ANY AND ALL BODILY INJURY OR INJURIES, DEATHS, OR PROPERTY DAMAGE, INCLUDING ANY AND ALL LIABILITY ACTIONS ARISING OUT OF NEGLIGENCE ON THE PART OF THE GARDNER CAMP.

I, above named participant, verify this statement by placing my initials here: _____, Date: _____
Parent/Guardian's initials (if participant is a minor): _____, Date: _____

As consideration for being permitted by State Street Bank and Trust Company as Trustee of Gardner Camp to participate in the aforementioned activities, I forever release Gardner Camp ("Releasee") from any and all actions, claims, or demands that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) my participation in these activities, (ii) the negligence or other acts, whether directly connected to these activities or not, and however caused, by any Releasee, or (iii) the condition of the premises where these activities occur, whether or not I am then participating in the activities. I also agree that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by the foregoing release.

By signing this release form, I do hereby grant and convey unto Gardner Camp all right, title and interest in any and all photographic images and video or audio recordings made by Gardner Camp during my activities with Gardner Camp, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings. I expressly consent to the photographing and/or videotaping of my images and expressly consent to the audiotape recording of my voice.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND GARDNER CAMP, AND I SIGN IT OF MY OWN FREE WILL.

Participant Signature: _____
Releasor Parent or Guardian Signature: _____

NOTE: If you are under 18 years of age, you and your parent or guardian must sign and initial this form where indicated. *If signed by the Parent or Guardian:* I verify that the dangers of the activities and the significance of this Release and Waiver were explained to the parent or guardian and the parent or guardian understood them. I also understand this form will be scanned for administrative purposes and the scanned copy will serve as the original.

Parent/Guardian Phone: Home: _____ Work: _____ Cell: _____

In case of emergency, please contact:

Name: _____ Relation: _____
Home Phone: _____ Cell Phone: _____
Address: _____ City/State/Zip: _____