

# **WHITEOUT OUTFITTERS - WAIVER AND RELEASE OF LIABILITY**

In consideration of the risk of injury while participating in Hunting (the "Activity"), and as consideration for the right to participate in the Activity, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge Giant Ganderz Outdoors LLC, Whiteout Outfitters LLC, located at 1004 S. Brown Street, Jackson, Michigan 49203, As well as any and all Land Owners, Property Owners, & Property Managers, & their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity, including traveling to and from an event related to this Activity.

I am voluntarily participating in the Activity and I am participating in the Activity entirely at my own risk. I am aware of the risks associated with traveling to and from as well as participating in this Activity, which may include, but are not limited to, physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and death. I understand that these injuries or outcomes may arise from my own or others' negligence, conditions related to travel, or the condition of the Activity location(s). Nonetheless, I assume all related risks, both known or unknown to me, of my participation in this Activity, including travel to, from and during this Activity.

I agree to indemnify and hold harmless Giant Ganderz Outdoors LLC, Whiteout Outfitters LLC, & any and all land owners, property owners, & property managers against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If Giant Ganderz Outdoors LLC, Whiteout Outfitters LLC incurs any of these types of expenses, I agree to reimburse Giant Ganderz Outdoors LLC, Whiteout Outfitters LLC.

I acknowledge that Giant Ganderz Outdoors LLC, Whiteout Outfitters LLC, any and all land owners, property owners, & property managers their directors, officers, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Giant Ganderz Outdoors LLC, Whiteout Outfitters LLC, any and all land owners, property owners, & property managers .

I acknowledge that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of others, including but not limited to, participants, volunteers, spectators, coaches, event officials and event monitors, and/or producers of the event.

I acknowledge that I have carefully read this waiver and release and fully understand that it is a release of liability. I expressly agree to release and discharge Giant Ganderz Outdoors LLC, Whiteout Outfitters LLC, any and all land owners, property owners, & property managers and all of its affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, from any and all claims or causes of action and I agree to voluntarily give up or waive any right that I otherwise have to bring a legal action against Giant Ganderz Outdoors LLC, Whiteout Outfitters LLC, any and all land owners, property owners, & property managers for personal injury or property damage.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of Giant Ganderz Outdoors LLC, Whiteout Outfitters LLC, any and all land owners, property owners, & property managers its agents, and employees.

If I should require medical care or treatment, I agree to be financially responsible for any costs incurred because of such treatment. I am aware and understand that I should carry my own health insurance.

If any damage to equipment or facilities occurs because of my or my family's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for all costs associated with any actions of neglect or recklessness for Giant Ganderz Outdoors LLC, Whiteout Outfitters LLC, any and all land owners, property owners, & property managers.

This Agreement was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between the two parties of equal bargaining strength. Both the Participant, Giant Ganderz Outdoors LLC, Whiteout Outfitters LLC, any and all land owners, property owners, & property managers and agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted altering or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered.

If any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

## **NON COMPETE AND NON-DISCLOSURE AGREEMENT**

This Non-compete Agreement (this "Agreement") is made effective on the date printed above on the top of the document, by and between Giant Ganderz Outdoors LLC, Whiteout Outfitters Guide Service, & the participant

- 1. NON-COMPETE COVENANT**, for a period of 2 years after the separation of employment, work, or Hunting as a client for any reason, the participant will not directly or indirectly engage in any business that competes with Whiteout Outfitters Guide Service and guiding spring snow goose hunts or try to use land or any connections that are used for hunting while with Whiteout Outfitters. This agreement shall apply to the geographical area that includes the state of Missouri. The non-competing party will not be allowed to disclose any information regarding Whiteout Outfitters guided spring snow goose hunts. Including locations, equipment uses, and tactics used while working or hunting with and for Whiteout Outfitters. The non-competing party will not be allowed to start or be part of starting and running a spring snow goose hunting guide service in Missouri without written permission to do so or without the termination of this document from Whiteout Outfitters. If the business of Whiteout Outfitters is no longer being conducted this contract will then be void and the non-compete agreement and non-disclosure will not be valid. Directly or indirectly engaging in any competitive business includes, but is not limited to: (i) engaging in a business as an owner, partner, or agent, (ii) becoming an employee of any third party that is engaging in such business, (iii) becoming interested directly or indirectly in any such business, or (iv) Soliciting any customer of Whiteout Outfitters Guide Service for the benefit of a third party that is engaging in such business, the participant agrees that this non-compete agreement will not adversely affect the participant 's livelihood.
- 2. NON-SOLICITATION COVENANT**, for a period of 2 years after the effective date of this Agreement, the participant will not directly or indirectly solicit business from, or attempt to sell, license or provide the same or similar products or services as are now provided to any customer or client of Whiteout Outfitters Guide Service, nor shall the participant use Whiteout Outfitters Guide Service's existing clients demographic and confidential information to solicit and provide quotes and/or transfer business to any

competing entity. Further, for a period of 2 years after the effective date of this Agreement, the participant will not directly or indirectly solicit, induce or attempt to induce any employee of Whiteout Outfitters Guide Service to terminate his or her employment with Whiteout Outfitters Guide Service.

3. **CONDITION OF EMPLOYMENT**, in consideration of the commitments and obligations made by, the participant and Whiteout Outfitters Guide Service agree that the execution of this agreement is a condition of the employment of the participant by Whiteout Outfitters Guide Service.
4. **CONFIDENTIALITY**, the participant will not at any time or in any manner, either directly or indirectly, use for the personal benefit of the participant, or divulge, disclose, or communicate in any manner any information that is proprietary to Whiteout Outfitters Guide Service. The nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential. The participant will protect such information and treat it as strictly confidential. The obligation of the participant not to disclose confidential information shall continue for a period of 2 years after the effective date of this Agreement. Within 60 days after receiving a written request, the participant will return to Whiteout Outfitters Guide Service all records, notes, documentation and other items that were used, created or controlled by the participant.
5. **ENTIRE AGREEMENT**, This Agreement contains the entire agreement of the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other agreement whether oral or written.
6. **SEVERABILITY**, The parties have attempted to limit the non-compete provision so that it applies only to the extent necessary to protect legitimate business and property interests. If any provision of this Agreement is invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provisions shall be deemed to be written, construed, and enforced as so limited.
7. **INJUNCTION**, It is agreed that if the participant violates the terms of this Agreement irreparable harm will occur, and money damages will be required as well as to compensate Whiteout Outfitters Guide Service. Therefore, Whiteout Outfitters Guide Service will be entitled to seek injunctive relief (i.e. a court order that requires the participant to comply with this Agreement) to enforce the terms of this Agreement. The prevailing party shall have the right to collect from the other party its reasonable costs and necessary disbursements and attorneys fees incurred in enforcing this Agreement as well any revenue gained by the participant for breaking this Agreement.
8. **APPLICABLE LAW**, This Agreement shall be governed by the laws of the State of Arkansas, the State of Missouri, the State of Iowa, the State of Kansas, the State of Nebraska.
9. **CONFLICTING RESOLUTION**, In the event of a dispute between the parties, the parties hereby agree that the prevailing party shall be entitled to reasonable attorney fees and costs incurred as a result of the dispute.
10. **SIGNATORIES**, This Agreement shall be signed by the participant and by Clayton O'Rourke, Owner, on behalf of Whiteout Outfitters Guide Service. This Agreement is effective as of the date above.

## **PROTECTED PARTY: Whiteout Outfitters Guide Service & Giant Ganderz Outdoors LLC**

By: Clayton O'Rourke : Owner/Operator



## **SAFETY, RULES, PHOTO & VIDEO RELEASE, WHAT TO BRING, NON COMPETE**

Our rules if not followed may result in cancellation of the remainder of your hunt. It is at the discretion of the Giant Ganderz Outdoors LLC, Whiteout Outfitters LLC guide or affiliate to cancel the remainder of your hunt with us at no refund of paid services.

It is your responsibility to consider not only your safety but, everyone that is in the field with you. If you are a threat to the safety of our staff or to anyone who is in the field you will be asked to leave and not return without a refund.

1. No alcohol in the field. Please do not attempt to bring alcoholic beverages with you into the field while hunting.
2. No shooting of any game outside of the game that we are attempting to harvest including waterfowl in season, and in the spring no waterfowl outside of snow geese, blue geese, or ross's geese while hunting with us. Identify the birds and or game before you take a shot if you are unsure do not shoot.
3. The use of non-toxic shells only is required for waterfowl hunting with us. No lead shot is acceptable
4. You must possess a valid hunting license to enter a field with us and hunt.
5. No loading your guns until you have established your blind or stationary hunting blind or area and are ready to hunt in the field. No loading your guns at the road and walking to your blind with loaded guns. Only load your guns when you have got your gear in your blind and the guide says it's ok to load your guns.
6. Guns always remain on safety unless we are shooting into a flock of birds or are attempting a shot on your intended target or game animal. Before we shoot you must only take the safety off as we call the shot, or you pull the trigger and then following the volley or shooting your firearm you must immediately put your safety back on.
7. No running through the field to pick up birds or to chase crippled animals or downed game unless approved by the Giant Ganderz Outdoors LLC, Whiteout Outfitters LLC Guide in charge of the field.
8. Do not shoot at any birds before a shot is called by the Giant Ganderz Outdoors LLC, Whiteout Outfitters LLC Guide in charge of the field.
9. Never point your gun at anyone in the field while hunting. It is your responsibility to pay attention to your surroundings and to make sure that you use the most extreme care of your firearm while in the field. Guns are to remain in your blind on the gun rest during the hunt unless approved by the Giant Ganderz Outdoors LLC, Whiteout Outfitters LLC Guide in charge to walk down cripples.
10. Do not shoot over other people. Always shoot your side of the decoys when in a decoy set hunting waterfowl with us and do not cross shoot over the rest of the group.
11. Do not expose any waste grain that may be on the ground, no picking ears of corn or any crop and dispersing it around our decoy set at any time before, during, or after a hunt. If you come across ears of corn in or around our blinds or in the decoy set leave it alone do not move or touch it exposing ears of corn or any other dispersing of waste grain in a field could result in a baiting ticket.
12. You are responsible for cleaning, transporting, tagging, and disposing of your snow goose carcasses and wild game. When you leave the field. You must leave a wing on your harvested snow geese to cross borders and you must claim what snow geese are yours or make sure that your r game animal is tagged properly. There is no possession limit or daily limit for our spring snow goose hunts on snow geese, blue geese, and ross's geese so, if you want

you can tag whatever means of transporting your harvested snow geese with name and address per box, cooler, bag, or however it is you plan to transport your harvested snow geese. Giant Ganderz Outdoors LLC, Whiteout Outfitters LLC and anyone acting under the Guide Services is not responsible for your snow geese after you leave the field and we are providing you with this information so that you are aware of how to properly transport your harvested snow geese when you leave the field or the location that we are hunting.

Our guides safety and your safety are of the utmost importance to us and we want to make sure we are providing you with a safe and fun atmosphere while on a hunting trip with us. This is our way of providing you with the information and rules that we feel are necessary to keep our hunts safe and responsible. We are in no way responsible for your belongings and your gear and or equipment while on a hunt with us and you are taking full responsibility for yourself and your actions during your guided hunt with us. By signing this form, you are agreeing to our rules and acknowledging that we have provided you with information about transporting waterfowl across borders.

Lastly by signing this form I also release the right to Giant Ganderz Outdoors LLC, Whiteout Outfitters LLC or any affiliate the use of any image, photograph, digital copy, or video footage involving myself and my party for promotional uses including websites, social media, print, and any other form of media used to promote or showcase Giant Ganderz Outdoors LLC, Whiteout Outfitters LLC and their partners.

## **WAIVER/RELEASE FOR COMMUNICABLE DISEASES INCLUDING COVID-19**

### **ASSUMPTION OF RISK / WAIVER OF LIABILITY / INDEMNIFICATION AGREEMENT**

In consideration of being allowed to participate on behalf of Whiteout Outfitters related events and activities, the undersigned acknowledges, appreciates, and agrees that:

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation as regards protection against infectious diseases. If, however, I observe and any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS (insert name of sports organization) their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event ("RELEASEES"), WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

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 IF FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

### **FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)**

This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releasees for any and all liabilities incident to my minor child's/ward's presence or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent provided by law.

## **By Signing you acknowledge the release and waiver of liability of Whiteout Outfitters, acknowledge non-compete and non-disclosure agreement, acknowledge the safety, rules, and release of photo and video rights, and lastly WAIVER/RELEASE FOR COMMUNICABLE DISEASES INCLUDING COVID-19**

**Emergency Contact Name (print) :** \_\_\_\_\_ **Relationship :** \_\_\_\_\_

**Emergency Contact Number :** \_\_\_\_\_

**ALLERGIES OR AILMENTS :** \_\_\_\_\_

**Participant's Name (print) :** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date :** \_\_\_\_\_

I, the undersigned participant, affirm that I am of the age of 18 years or older, and that I am freely signing this agreement. I certify that I have read this agreement, that I fully understand its content and that this release cannot be modified orally. I am aware that this is a release of liability and a contract and that I am signing it of my own free will.