**ATTACHMENT G**

**RELEASE OF LIABILITY**

**ACKNOWLEDGMENT AND ACCEPTANCE OF DANGERS, RISKS AND HAZARDS OF RECREATIONAL USE OF PRIVATE LAND**

I hereby acknowledge that, pursuant to the rules and regulations of the 2021 Wildlife in Focus Photo Contest, I have knowingly and willingly entered into a photography use agreement by and between myself and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (hereinafter the Owner, whether one or more), effective \_\_\_\_\_\_\_\_\_\_\_\_ and ending \_\_\_\_\_\_\_\_\_\_\_\_\_\_. I understand the terms, provisions and conditions of that agreement and agree to abide by its terms, provisions, and conditions.

I further acknowledge and understand that no warranty, either express or implied, is made by the Owner as to suitability of the land for photography or the condition of the land located in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ County, Texas, or of any roads, buildings, gates or other improvements located thereon. This document serves to warn me that dangerous conditions, risks, and hazards do exist. My presence and activities on the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ property expose both me and my property to dangerous conditions, risks and hazards, including but not limited to: poisonous snakes, insects and spiders; blinds and tree stands, whether or not erected by Owner; erosion and general condition of the land, both on and off roadways or senderos, creating rough, hazardous and dangerous driving and walking conditions; animals both wild and domestic that maybe diseased and/or potentially dangerous; deep water; persons with firearms both on or off the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_property; and the use of vehicles.

I am aware that the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_property is subject to other use agreements, including but not limited to hunting, camping and other activities by the Owner and its guests. I am further aware that landowners may live/visit the property full-time and have free access to all parts of the land. I hereby state that I am aware of these facts and expressly assume all such dangers, risks and hazards.

I further acknowledge that under the agreement with the Owner, the access I have been granted is for myself only and for no other parties without the express, written consent of the Owner. I also acknowledge that under the agreement I will be issued keys and or gate codes to one or more gates into the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_property, and I have agreed to return these keys to the Owner by no later than \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ without having made copies of the same.

In consideration for the right to enter the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ property, I hereby release and agree to protect, indemnify and hold harmless the Owner and his or her respective heirs, agents, employees and assigns from and against any and all claims, demands, causes of action and damages, including attorneys’ fees, resulting from any accident, incident or occurrence arising out of, incidental to or in any way resulting from my use of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_property and any improvements located thereon, whether or not caused by the Owner’s negligence or gross negligence. This release applies during the time that I am permitted on the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ property, which is the same as the time period first stated above. I hereby further covenant and agree that I, my heirs, successors and assigns, including any guests invited by me, whether or not permitted by the Owner, will not make any claim or institute any suit or action at law or in equity against the Owner or his or her respective heirs, agents, representatives, employees, successors or assigns or against the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ property by reason of conditions of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ property or arising out of the activities occurring thereon, including my use of the property.

As used in this release, the terms *I, my person* and *myself* include minors in my care while on the premises of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ property.

Dated and signed this \_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Photographers)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Landowner(s)

Wildlife in Focus – 2021 Contest Rules – Revised: 09/23/2020