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 WWW.TYHP.ORG

Final and Unconditional Release of Liability and Acceptance of Risks of the Texas Youth Hunting Program (TYHP)
(One form per family – Print, complete and bring to hunt)

___ Parent/Guardian ___ Appointed Guardian

I have knowingly and willingly entered into a TYHP activity and agree to abide by its rules, terms, provisions and conditions. I understand that if any member of my child’s hunting party displays unsafe, unethical, illegal, or disruptive actions/attitudes or disobeys rules/policies, the entire party may be removed from the activity in the sole discretion of the Huntmaster, who has absolute authority over the activity. I further understand that most youth hunts normally end approximately mid-day on Sunday and that participants will not be permitted to leave before then. In the event photographs, slides, interviews or video tapes are made of anyone in my hunting party, I consent to the release of those images for use by the TYHP. The release would include social media outlets used by TWA, TPWD and TYHP.

IN CONSIDERATION FOR THE RIGHT TO PARTICIPATE IN THE TYHP ACTIVITY, I UNCONDITIONALLY RELEASE, INDEMNIFY AND HOLD HARMLESS:

- _____(LANDOWNER)
- TEXAS WILDLIFE ASSOCIATION
- TEXAS WILDLIFE ASSOCIATION FOUNDATION, INC.
- TEXAS YOUTH HUNTING PROGRAM
- TEXAS PARKS AND WILDLIFE DEPARTMENT

AND ALL THEIR OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, VOLUNTEERS, AGENTS, INDIVIDUALLY AND COLLECTIVELY ("RELEASED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION AND DAMAGES, INCLUDING ATTORNEYS' FEES, FOR PERSONAL INJURY OR LOSS EITHER AT OR EN ROUTE TO AND/OR FROM THE TYHP ACTIVITY, RESULTING FROM ANY ACCIDENT, INCIDENT OR OCCURRENCE ARISING OUT OF, INCIDENTAL TO OR IN ANY WAY RESULTING FROM, THE TYHP ACTIVITY WHETHER OR NOT CAUSED BY ANY RELEASED PARTY'S NEGLIGENCE OR GROSS NEGLIGENCE. I AGREE THAT I, MY HEIRS, SUCCESSORS AND ASSIGNS WILL NOT MAKE ANY CLAIM OR INSTITUTE ANY SUIT AGAINST THE RELEASED PARTIES. THIS RELEASE IS FULL, FINAL AND UNCONDITIONAL, AND IS GIVEN FOR GOOD AND VALUABLE CONSIDERATION. BUT FOR THIS RELEASE, THE NAMED CHILD OR I WOULD NOT BE ALLOWED TO PARTICIPATE IN THE TYHP ACTIVITY. ***THIS RELEASE IS INTENDED, AND SHALL BE CONSTRUED, TO EXCLUDE THE RELEASED PARTIES FROM ANY AND ALL LIABILITY.***

I further acknowledge and understand that no warranty, either expressed or implied, is made by TYHP as to the TYHP activity, or of any roads, buildings, gates or other improvements, and that dangerous conditions, risks and hazards do exist, including: poisonous snakes, insects and spiders; blinds and tree stands, whether or not erected by participant(s); erosion and general condition of the land, both on and off roadways or trails, creating rough, hazardous and dangerous driving and walking conditions; animals both wild and domestic that may be diseased and/or potentially dangerous; deep water; persons with firearms and knives; and the use of vehicles. I am aware of these conditions and expressly assume all dangers, risks and hazards.

Pursuant to Texas Civil Practice and Remedies Code Section 75A.004:

AGREEMENT AND WARNING

I UNDERSTAND AND ACKNOWLEDGE THAT AN AGRITOURISM ENTITY IS NOT LIABLE FOR ANY INJURY TO OR DEATH OF AN AGRITOURISM PARTICIPANT RESULTING FROM AGRITOURISM ACTIVITIES. I UNDERSTAND THAT I HAVE ACCEPTED ALL RISK OF INJURY, DEATH, PROPERTY DAMAGE, AND OTHER LOSS THAT MAY RESULT FROM AGRITOURISM ACTIVITIES.

I give permission to have emergency first-aid administered in the sole discretion of the Huntmaster and to be transported by the most expedient means of conveyance to the nearest physician, hospital, or clinic and to there receive such treatment as is medically prescribed by physician(s). If I do not accompany any minor child at the TYHP activity, I authorize _____ to serve as the child's guardian during the TYHP activity:
_____.

Unless assistance is requested prior to the hunt, I assume responsibility for properly identifying any animal to be harvested. I will pay restitution for any unauthorized game that is harvested.

As used in this release, the terms *I*, *my person* and *myself* applies regardless of the nature of my involvement with the TYHP, and whether or not I attend any TYHP activity, accompany a minor child, serve as a volunteer, or otherwise, and includes to the maximum extent permitted by law any minor children participating in any TYHP activity.

Dated and signed this _____ day of _____, _____.

Parent/Guardian Signature

Parent/Guardian's Printed Name

Address of Adult:

Email address:

Name and address of youth hunter:

Name:

Address:

Name/address of **other** members of my hunting party:
(if applicable)

Name:

Address:

Name:

Address:

Name:

Address:
