

**PHEASANT HUNT
MARY'S WISH
LIABILITY RELEASE**

In consideration of the services of Mary's Wish, Inc. ("Mary's Wish"), I, joined by my parents or legal guardian if I am deemed a minor under the laws of the state/providence where I reside*, agree and acknowledge as follows:

PHEASANT HUNT AND RISKS

I acknowledge that the Pheasant Hunt has risks, which cannot be completely eliminated without destroying the unique character of the Pheasant Hunt. The same elements that contribute to the unique character of the Pheasant Hunt can cause loss or damage to my own equipment (if applicable), accidental injury, illness, or in extreme cases, permanent trauma, disability or even death. I understand that MARY'S WISH does not want to frighten me or reduce my enthusiasm, but considers it important for me to know in advance what to expect and to be informed of the inherent risks in the Pheasant Hunt. The following describes some, but not all, of those risks:

I acknowledge that engaging in the MARY'S WISH Pheasant Hunt may require a degree of skill and knowledge not required in other Pheasant Hunt, and that I have responsibilities as a participant for managing risks to which I and others may be exposed. I acknowledge that the MARY'S WISH staff and the tour and volunteer personnel have been available to more fully explain to me the nature and physical demands of these Pheasant Hunt and the inherent risks, hazards, and dangers associated with the Pheasant Hunt.

ACKNOWLEDGMENT & ASSUMPTION OF INHERENT & OTHER RISKS

I understand that the description above of the risks is not complete and that other unknown or unanticipated risks, inherent or otherwise, may result in property loss, injury, illness or death. I expressly acknowledge and assume the inherent risks identified herein and those inherent risks not specifically identified. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of and with knowledge of the inherent risks.

I represent that I am fully capable of participating in the Pheasant Hunt, without causing harm to others or myself. Therefore, I assume and accept full responsibility for me and for injury, death and loss of personal property and expenses suffered by me and them as a result of those inherent risks and dangers identified herein and those inherent risks and dangers not specifically identified, and as a result of my negligence or otherwise wrongful conduct in participating in the Pheasant Hunt.

In further consideration of the services of MARY'S WISH, I acknowledge that I have read and understand the Pheasant Hunt and Risks section above, and confirm its representations and agree to all its provisions as though they were fully set forth again here. In addition, except with respect to an injury on public lands whose rules and regulations prohibit doing so, I acknowledge and expressly assume all other risks of the course and any other activity of MARY'S WISH, whether those risks are known, unknown, inherent or otherwise.

AGREEMENTS OF RELEASE AND INDEMNITY

I, or I as the parent or legal guardian of a participant who is a minor in the state/province of his/her residence, agree to the fullest extent allowed by law, as follows:

(a) To release and discharge MARY'S WISH, its owners, agents, employees, officers, tour sponsors, tour and volunteer personnel, contractors, and all other persons or entities associated with it and its Pheasant Hunt (referred hereinafter as "Released Parties") from any and all claims of injury, disability, death or other damage or loss which I or my minor child may suffer, arising out of or in any way related to my, or the minor child's participation in the Pheasant Hunt of MARY'S WISH. I understand that in signing this document, I, for myself and the minor child (if applicable), surrender all rights to make a claim or file a lawsuit against a Released Party, for personal injury, property damage, wrongful death, products liability (including strict liability), breach of warranty or contract or under any other legal theory.

(b) To defend and to indemnify (that is, protect by payment or reimbursement, including reasonable attorney's fees and costs) any and all Released Parties from any claim which may be brought by the minor child, a co-participant, rescuer or any other person, including a member of my or the minor child's (if applicable) family, asserting a loss, including by reason of my, or the minor child's (if applicable) injury or death, which may arise from

or in any way relate to my or the child's (if applicable) enrollment or participation in the Pheasant Hunt of MARY'S WISH.

The Release and Indemnity described above includes but is no limited to any claim arising out of or in any way related to transportation or other occurrences to and from the activities in connection the Pheasant Hunt.

The Release and Indemnity described above includes claims arising in whole or in part from negligent acts or omissions of the Released Parties or any of them.

OTHER PROVISIONS

I, joined by my parents/legal guardian, if applicable, further agree as follows:

MARY'S WISH is authorized to obtain or provide emergency hospitalization, surgical or other medical care for me. Any such third-party medical care provider is authorized to exchange pertinent medical information with MARY'S WISH. Costs reasonably associated with medical services, including evacuation or transportation shall be borne by me, or by my parent/legal guardian, if applicable.

Any dispute between MARY'S WISH and me, or my parent/legal guardian, if applicable, shall be governed by the substantive laws (not including the laws which might apply the laws of another jurisdiction) of the State of Minnesota, and any mediation or suit shall occur or be filed only in the State of Minnesota.

MARY'S WISH and its volunteer personnel may use my (or my minor child's, if applicable) name, voice, photograph and other likeness, including testimonials if applicable, (collectively "Images"), on the MARY'S WISH website and marketing and advertising materials, and grant to MARY'S WISH the right to record, edit, copyright, or otherwise perfect ownership in the Images in MARY'S WISH's name or otherwise, in whole or in part, without restrictions as to changes or alterations, in conjunction with my own or a fictitious name, or reproductions thereof throughout the universe in perpetuity. Such use of my (or my child's, if applicable) Images shall be without further compensation or approval rights, and I hereby waive, release and forever discharge MARY'S WISH from any liability, cost or expense arising from use of the Images, including any personal property right claim, claims for libel or invasion of publicity or privacy, and any other claims I may have in connection therewith.

If any part of this Agreement is found by a court to be invalid, the remainder of the agreement nevertheless will be in full force and effect. This Agreement is entered into voluntarily, after careful review and consideration, and is binding upon the person signing below, their heirs, executors, administrators, wards, minor children and other family members or other parties with an interest. The terms of this Agreement may be varied only by written instrument signed by the parties.

THE PARTICIPANT, OR PARTICIPANT'S PARENT/LEGAL GUARDIAN IF PARTICIPANT IS DEEMED A MINOR IN THE STATE/PROVINCE OF HIS/HER RESIDENCE, HAS READ THIS PAGE AND THE PREVIOUS PAGE AND UNDERSTANDS AND AGREES TO ITS TERMS, INCLUDING THE ACKNOWLEDGMENTS AND ASSUMPTIONS OF RISKS, AGREEMENTS OF RELEASE AND INDEMNITY AND THE ADDITIONAL PROVISIONS ABOVE.

Participant or Participant's Parent/Legal Guardian

Date

Print Name

Signature

Address/City/State/Zip/

* If participant is deemed a minor in the state/province of his or her residence, then all references to "I" herein shall refer to said minor's parent or legal guardian.