



Welcome to St. Charles Bay Hunting Club (the "Club"). In consideration of the Club allowing you to use the Club facilities and assets, for recreational activities, we ask that each of our guests complete this Assumption of Risk/Release and Waiver of Liability and Indemnity Agreement (collectively "Agreement") before hunting, fishing, or staying with us. The Club takes safety and game laws very seriously. You will not be allowed to hunt or fish with us or use the Club facilities or assets until you and your Member Host have completed this form and delivered it to our Club Manager, Jeff Sims. Please do not hesitate to ask your Member Host or our Club Manager any questions about any subject covered or not in this Agreement.

Date: \_\_\_\_\_ Guest Name: \_\_\_\_\_  
[Print]  
Guest License #: \_\_\_\_\_ Member Host: \_\_\_\_\_  
[Print]

I have read, understand and am familiar with the Club's Safety Rules (printed on the reverse side of this form), the current hunting/fishing season, bag limits, and Federal/State regulations. I understand that, irrespective of otherwise applicable laws regarding legal game, the Club is strictly a duck hunting club. No geese, cranes or other birds may be hunted while at the Club.

### **Assumption of My Risk**

Club recreational activities involve the use of firearms, fishing equipment, boats, motors, etc., as well as exposure to water and an outdoor environment which are impacted by the weather. All these activities necessarily and inherently involve risk and exposure to accidental injury or death. I understand and acknowledge that there are risks inherent and associated with Club recreational activities and that the Club does not and cannot assure my safety while engaged in these recreational activities. I understand that the Club does not assume responsibility or incur liability for any injuries or damages I incur to any property while I am engaged in the aforesaid Club activities. I accept that there are risks while participating in Club recreational activities, including but not limited to, injury or death arising from being shot, trailering a boat, riding in a boat, falling out of a boat, falling while moving to/from a boat, being struck by a boat or boat prop, and/or falling on, off, or through a pier or duck blind. In consideration of the Club allowing me to use the Club and assets owned or rented/hired by the Club and participate in these activities and any other activities I willfully engage in while at the Club or on a Club outing, I assume responsibility and liability for the risk of injury and any injuries and damages that might be incurred while participating in the aforesaid.

### **Release and Waiver of Liability and Indemnity Agreement**

**(Read carefully before signing)**

*I AM A GUEST OF THE CLUB AND HEREBY (1) RELEASE AND FOREVER DISCHARGE AND (2) INDEMNIFY AND HOLD HARMLESS, THE CLUB, AND ITS SHAREHOLDERS, MEMBERS, DIRECTORS, GOVERNORS, OFFICERS, AGENTS, AND EMPLOYEES (THE "INDEMNIFIED PARTIES") FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, LAWSUITS, PROCEDURES, COSTS, EXPENSES, DAMAGES AND OTHER LIABILITIES INCLUDING, BUT NOT LIMITED TO ATTORNEY FEES, ARISING OUT OF, CONNECTED WITH, OR OTHERWISE ARISING OUT OF OR RESULTING FROM ANY USE OF THE CLUB IN ANY WAY, ANY INJURY TO ME OR, IF APPLICABLE, TO MY CHILD OR CHILDREN (INCLUDING ANY INJURIES RESULTING FROM THE NEGLIGENCE OF ANY OF THE INDEMNIFIED PARTIES), OR ANY OTHER PERSON OR GUEST, OR ANY INJURY TO ANY INDIVIDUAL OR DAMAGE TO ANY PROPERTY CAUSED BY ME OR, IF APPLICABLE, MY CHILD OR CHILDREN. THIS INDEMNIFICATION AND RELEASE SHALL BE BINDING ON MY (AND, IF APPLICABLE, MY CHILD'S, AND/OR CHILDREN'S) HEIRS, EXECUTORS, ADMINISTRATORS AND PERSONAL REPRESENTATIVES. THE INDEMNITY PROVIDED FOR IN THE PRECEDING SENTENCE SHALL COVER ALL DIRECT OR INDIRECT CLAIMS, CAUSES OF ACTION, OTHER LEGAL PROCEEDINGS, PAYMENTS, JUDGMENTS, LIABILITIES, DAMAGES, BONDS AND PREMIUMS THEREFOR, AND COSTS AND EXPENSES PAID OR INCURRED, INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES.*

I agree that this Agreement is performable in Aransas County, Texas. To the extent that any provision of this Agreement is unenforceable, it shall be deemed to be severable and shall not defeat the enforceability of the remaining provisions. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

*I HAVE READ THIS DOCUMENT AND UNDERSTAND IT (OR TO THE EXTENT I DO NOT UNDERSTAND IT HAVE CONSULTED WITH AN ATTORNEY THAT HAS EXPLAINED IT TO ME TO MY FULL SATISFACTION).*

**SIGNITURE BLOCK ON THE REVERSE**

Signed: \_\_\_\_\_  
Guest/Parent or Guardian for Minor

Address: \_\_\_\_\_  
Street City, State Zip Code

Contact Info: \_\_\_\_\_  
Cell Number/Email Address

Emergency Contact: \_\_\_\_\_  
Name/Cell Number

For Minor: \_\_\_\_\_  
Name/Date of Birth

## Safety Rules

### GUN HUNTING AND SAFETY

1. Loaded guns are not allowed on Club property. Handguns are not allowed on Club property, unless they are unloaded and locked in a vehicle.
2. Guns are not to be loaded until after arrival in the shooting blind.
3. Following a hunt, be certain all guns are unloaded before placing them in a gun case or in any boat. All hunters must present the unloaded breech of each gun to Club boat or air boat driver before boarding any boat. Members are responsible for insuring their guests' compliance with this procedure.
4. No alcoholic beverages are to be taken to the blinds, or consumed prior to or during a hunt.
5. Treat all guns at all times as if they were loaded with muzzle pointed to the ground or to the sky.
6. Eye and ear protection must be worn at all times.
7. Know your target and what is before and beyond it. Shooting over someone who is out of the blind is strictly forbidden.
8. Guns should be placed in gun racks in the cabin so as to minimize the likelihood of falling accidentally.
9. Guests must hunt with a member or a guide, except that a member's immediate family can hunt without a member or guide if the manager allows it in his sole discretion.
10. All hunters must watch the Club's duck identification video tape at least once prior to participating in a Club hunt.
11. Care should be taken when moving to and from the boats to other boats or to the blinds. Surfaces are slippery and the boats may be unsteady. Boats and air boats may collide with each other when being loaded or unloaded. You must be careful not to let your hands or limbs get caught between the boats and air boats or serious injury may result.
12. Gun cleaning should be done in the gun room. Guns should not be cleaned in the cabins, so as to minimize oil and grease damage to the furnishings. Do not place oily guns on the beds.
13. Only Duck can be harvested. NO GEESE OR SANDHILL CRANES.

### FISHING/GENERAL SAFETY

1. No child under the age of fifteen (15) is allowed to cross the road or to be on the pier without adult supervision. On the pier there is always the danger of a fall, drowning, fish hooks, splinters, nails and, in certain areas, alligators.
2. You are responsible for water safety for yourself and your children. This includes wearing life preservers (as required by law) and ensuring you know the location of the life preservers and are confident in your ability to don a life preserver as needed. It is recommended that all parties wear life preservers at all times.
3. Alligators and various poisonous snakes are indigenous to the area, including Club property and the area around our pier. Stingrays and jellyfish are present in our bays. Care should be taken to avoid these animals, all of which can cause serious injury or death. While wade fishing, care should be taken to avoid sting rays and "Walk-N-Wades" or similar protective products are recommended.
4. Oyster reefs, and debris are commonly encountered in all of our hunting and fishing areas. Special care and attention should be taken by members and their guests to avoid these bay features, all of which can inflict serious pain and injury.
5. Saltwater bays and marshes contain bacteria, including vibrio vulnificus. These bacteria can be extremely dangerous and can result in serious injury or death. Members and guests are urged to take appropriate precautions, including the use of waders. Members and guests who have an open sore or wound are further urged to avoid contact with bay waters. Children, the elderly, and those in poor health or with compromised immune systems are particularly vulnerable. Should any unusual symptoms develop following a hunting or fishing excursion, the Club urges that immediate medical attention be sought.
6. Ultimate responsibility for compliance with Club rules lies with the member. Failure to comply will bring about action by the Board.
7. Members are responsible for any damage Club property used by themselves or their guests. The Club takes no responsibility for any personal injury or loss of property associated with use of club blinds or boats.