



**Fasan Jäger LLC Upland Game Preserve
Client Acknowledgment, Release & Indemnity**

In consideration of Fasan Jäger LLC - Upland Game Preserve ("Fasan Jäger") providing land and facilities, wild game and services for Client to hunt on Fasan Jäger property, and in addition to the compensation Client pays to Fasan Jäger for such hunting experience, Client acknowledges and agrees with the following:

1. **Access to Fasan Jäger Property.** Reservations are required to obtain permission to enter Fasan Jäger property. Fasan Jäger reserves the right to deny access to Fasan Jäger property to anyone, or to require that anyone immediately leave Fasan Jäger property, at anytime and for any reason.
2. **Hours of Operation.** It is anticipated that Fasan Jäger will maintain business hours as permitted by the State of Michigan as a licensed game preserve; however, Fasan Jäger may change its business hours at its sole discretion. Fasan Jäger will use reasonable efforts to notify clients with reservations that may be impacted by any such changes.
3. **Client Conduct.** Client represents that he/she is an experienced hunter and will conduct himself/herself in a safe and professional manner while on Fasan Jäger property. Client agrees to strictly adhere to all rules and policies communicated by Fasan Jäger to help ensure the safety of Client and other persons while on Fasan Jäger property.
4. **Hunting License.** Client is required to present a valid State of Michigan small game license upon arrival at Fasan Jäger and write the license number on the space provided below.
5. **Personal Items.** Client shall be responsible for maintaining control of all personal items (e.g. guns, gear, ammunition, dogs) while on Fasan Jäger property and to ensure that all such personal items are not left behind when Client departs. Client assumes all of the risk with respect to such personal property, and Fasan Jäger shall not be responsible for lost or damaged personal items.
6. **Photographs, Videos etc.** Client acknowledges that Fasan Jäger uses photographs, video tapes or other visual representations of hunters and dogs for promotional purposes. Client acknowledges and agrees that Fasan Jäger may take photographs, videotapes and/or other visual images of Client and/or Client's dog. Client consents to Fasan Jäger's use of Client's and/or Client's dog's likeness for such purposes, and acknowledges that Fasan Jäger will not owe compensation to Client for any such use.

7. Dogs, Canine Diseases. Client may bring one or more dogs onto Fasan Jäger property, or Fasan Jäger may provide one or more dogs to Client, to enhance Client's hunting experience. Client will maintain control of, and is responsible for, any such dogs while in the possession of Client. Client represents that any dog Client brings on to Fasan Jäger property is current on all required vaccinations (e.g. rabies, distemper, DHLPP, Bordetella) and has not been exposed to any contagious diseases within the 30-day period prior to coming to Fasan Jäger.
8. Client Assumption of Risk. Fasan Jäger provides an open hunting environment where clients (hunters) and dogs co-mingle and interact with the natural hunting environment. As such, there are inherent risks to persons and animals, which, even when closely monitored, may result in injuries and/or death. Such risks include, without limitation, uneven terrain, obstructions (e.g. fences, limbs, rocks), interactions with dogs and other hunters, use of fire arms, ammunition and other equipment. Client acknowledges and assumes all of these risks.

Fason Jäger – Client Acknowledgment, Release & Indemnity

9. Release and Indemnity. Client, individually and on behalf of his/her heirs, assigns and any other person or entity who could assert a claim against Fason Jäger with respect to the activities described below, hereby releases Fasan Jäger and its owners, employees and agents from any and all liability associated with Fasan Jäger providing (a) access to Client to Fasan Jäger land and facilities, (b) wild game for Client to hunt, (c) dogs to accompany Client in such hunting, and/or (d) other services while Client is on Fasan Jäger property including, without limitation, any liability associated with (i) any injury, illness, or death to Client, other persons accompanying Client or Client's dog(s), or (ii) any damage, destruction or loss to the personal property of Client or other persons accompanying Client, in each case, other than any liability which was solely caused by the gross negligence or willful misconduct of Fasan Jäger. Client agrees to indemnify and defend Fasan Jäger and its owners, employees and agents from and against any and all losses, damages, expenses (including reasonably attorney fees and disbursements), claims and liabilities arising out of or related to any injury or death of persons or damage or destruction of property associated with Fasan Jäger providing Client or any other person accompanying Client with the access to property, wild game, dogs and other services as described above, except to the extent that any such losses, damages, expenses, claims and liabilities were solely caused by the gross negligence or willful misconduct of Fasan Jäger.

Acknowledged and agreed on the date written below:

Signature: _____ ("Client") Date: _____

Valid State of Michigan Hunting License # _____