

Membership Agreement – DelMar Waterfowl Club

Dear Prospective Member:

The DelMar Waterfowl Club agrees to provide the following services

To _____
from September 1, 2005 until March 15, 2006.

- Waterfowl hunting on designated land.
- Use of designated Club property including boats, blinds and decoys.
- Guest privileges as stated in the membership rules.

The terms agreed upon for the membership the following:

- Membership fees must be paid in full prior to any services being rendered.
- Member, spouse/children and guest must sign and return the Waiver/Release Agreement before any services will be rendered.
- All hunting days and locations must be booked in advance and are subject to availability and must be within the specified open season dates.
- Members must sign and date the club bylaws.

A signed copy of this application and a permission card will be returned upon full membership payment. Keep this agreement as a receipt and proof of membership.

Applicant's Signature _____ **Date:** _____

Preferred contact method _____

E-Mail Address _____

Member Information:

Name: _____

Address:

Phone Number: _____ **Alt. Phone:** _____

Emergency Contact: _____

Agreed for the 2005-2006 waterfowl season:

Club Manager – Drew Smith

Dated

DelMar Waterfowl Club Waiver/Release Agreement

The undersigned acknowledges and agrees that the hunting related activities may involve the risk of property damage, personal injury and or death. The property owners, the club manager - Andrew W Smith, other club members and the DelMar Shore Waterfowl Club do not and can not undertake to supervise and control or regulate any hunting or related activities.

For and in consideration of engaging in hunting and related activities on premises designated by the club and/or Andrew W Smith, the undersigned waives and releases any claims, actions or damages which he/she may incur, directly or indirectly, and forever discharges Andrew W Smith, other members and the DelMar Waterfowl Club as well as their families, employees, agents, successors, personal representatives and assigns from any liability or responsibility, of any kind, with respect to said claims, action or damages.

The undersigned further agrees to indemnify and hold Andrew W Smith as well as their families, employees, agents, successors, personal representatives and assigns harmless from and against any and all claims, demands, causes of action, damages and liabilities, direct or indirect, which may arise from my presence upon designated hunting areas or from my hunting or related activities on said premises.

I agree and acknowledge that my presence upon designated hunting areas and related activities on said premises are the result of my voluntary acts and decisions. I am over the age of 18 years and I have read and fully understand the contents of the Waiver/Release Agreement. A waiver for a minor, must be signed by a parent or legal guardian. This agreement is a voluntary expression by me of my knowledge and intent. I have signed this Waiver/Release Agreement as my free and voluntary act and I intend that this Waiver/Release constitutes a contract rather than a mere recital.

I further agree that this agreement shall be binding upon the undersigned during the hunting season as set by the Club or at any time in which the undersigned hereby makes use of the club property. It is further understood that the undersigned shall not be required to sign this agreement for every entry upon said premises and that this agreement shall be binding for the entire use thereof by the undersigned herein.

I Have Read And Understand The Above Agreement: _____
Signed

Dated: _____

