

DelMar Waterfowl Club Waiver/Release Agreement and Bylaws

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: _____

Membership Agreement – DelMar Waterfowl Club

Dear Prospective Member:

The DelMar Waterfowl Club agrees to provide the following services

To _____

- 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: _____

As agreed for the _____ **hunting season:**

Club Manager – Drew Smith

Dated

DelMar Waterfowl Club Bylaws

- 1.) **Hunting Practices:** All hunting is to be conducted in compliance with all local, state and federal regulations.
- 2.) **Use of Alcohol:** Hunter will not use or be under the influence of alcohol during hunting hours.
- 3.) **Illegal Substances:** No drugs or illegal substances, or persons under the influence of such substances, are permitted on the Property of Land Owner at any time.
- 4.) **Illegal Activity:** No convicted felons, or persons engaged in illegal activity of any kind will be permitted on the Property of Land Owner.
- 5.) **Defined Hunting Area:** Hunters agree to rigidly respect the boundaries of the Land Owner's Property as well as those of neighboring properties.
- 6.) **Guests:** Only Hunters specifically identified as current DelMar Waterfowl Club Members in good standing are allowed on the Property. There is no allowance for guests to enter the property without an accompanying waiver of liability form completed. The substitution of a guest for another is not permitted without completing an additional waiver.
- 7.) **Safety:** Hunters agree to indemnify and hold harmless Land Owner, club members and the club manager for any and all incidents arising from the use of any activity associated with the DelMar Hunting Club.
 - Only weapons that are in compliance with state and federal game regulations may be used.
 - Loaded guns are NOT permitted in vehicles or on ATV's.
 - When entering a blind weapons are to be unloaded and in a safe condition.
 - Hunters MUST be sure of their target. Hunters agree not to discharge weapons in a manner that may result in projectiles leaving the property.

- 8.) Wounded Game Pursuit: In the event that a bird is wounded and leaves the leased Property of Land Owner, the Hunter must contact the adjacent Land Owner prior to pursuing waterfowl outside the leased Property.
- 9.) Harvested Game: All birds harvested are to be properly removed from the property.
- 10.) Vehicle Use: Hunters agree to comply with the clubs vehicle policy. Operating and parking vehicles is permitted only in areas designated by the club manager and will depend upon conditions. If it is necessary to drive across on the fields, verbal permission is required.
- 11.) Existing Structures: Hunters agree to stay out of existing buildings and man made structures. Hunting is not permitted within 150 yards of occupied buildings.
- 12.) Keep it Clean: Hunters agree to keep the property of the Land Owner clean and free of litter. If you bring it in, please take it out and dispose of it properly. This should include shotgun shells.
- 13.) Gates and Locks: Hunters will leave all fences and gates open if found open and closed if found closed, to enter the Property only through those gates as instructed by club manager, and to not place any locks on gates and fences not expressly approved by Land Owner.

Signature_____

Date_____