

# Release Regarding Hunting on Property:

The undersigned, for himself/herself and for his/her minor child or ward (as the case may be, such individual(s) being referred to herein, individually and collectively, as "Hunter") in consideration of Dalton Utilities allowing the undersigned to become a participant in one or more managed hunt(s) of turkey, deer, fowl or other wildlife (as the case may be "Wildlife") on the land application system property ("LAS") operated by Dalton Utilities, agrees to the following: The Hunter, for himself/herself and his/her minor child or ward, and their respective heirs, successors, representatives and assigns, as the case may be, does hereby release and discharge the City of Dalton, Georgia and the Board of Water, Light and Sinking Fund Commissioners of the City of Dalton, Georgia d/b/a Dalton Utilities, and their respective officers, directors, management, employees, representatives, elected and appointed officials, agents and members, and their respective successors and assigns (collectively "Releasees") from any and all claims arising out of or by virtue of, or in any way connected with Hunter being allowed to hunt Wildlife on the LAS. This release is executed by or on behalf of Hunter, his or her minor child or ward and their respective heirs, successors, representatives and assigns, and is intended to be a full and complete release of Releasees of any and all claims that Hunter may now or hereafter have against Releasees, or any one or more of them arising out of, or in any way connected with Hunter's presence on the LAS for purposes of participating in one or more managed hunt(s).

Hunter acknowledges that the LAS where the managed hunt will occur is used as a spray irrigation field for land application treatment of wastewater, consists of rough terrain and may present patent and latent conditions; and contains pipes, sprinkler heads and other apparatus incidental to such use and both electric distribution and high voltage transmission lines, all of which together with their products and discharges, are hazardous and present a risk of injury to Hunter and any minor child or ward for which he/she may be responsible. Hunter acknowledges the dangers associated with hunting in areas containing such pipes, heads, lines and other apparatus. Hunter acknowledges that he/she, and any minor child or ward for which he/she may be responsible, is a mere licensee whose right to remain on the LAS is terminable at will and without notice. Hunter agrees to abide by all oral and written rules and regulations regarding the use of the LAS for purposes of the hunt and acknowledges that failure to do so may result in immediate termination of his/her/minor child's right to go to remain on the LAS. Hunter agrees to vacate the LAS at such time(s) as Dalton Utilities or its representative in their sole discretion determines is appropriate.

**In consideration of being permitted to come onto the LAS for the purposes set forth herein, Hunter expressly assumes all risks and damages to himself/herself and to his/her minor child or ward, as the case may be, incidental to the managed hunt(s) conducted on the LAS. Hunter agrees and stipulates that Releasees are not responsible or liable for any injuries sustained and does hereby release any claim against them, or any one or more of them, arising directly or indirectly from any such injury.**

It is the intention of the parties hereto that this Release be as broad and inclusive as is permitted by the laws of the State of Georgia, and if any portion is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. This Release shall be governed by, and construed and enforced in accordance with the laws of the State of Georgia. No provision of this Release may be changed, waived, discharged or terminated except by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

*As evidenced by the below signature the signee has read and agrees to abide by the above release.*

PRINTED NAME \_\_\_\_\_;      NAME OF MINOR CHILD (if applicable)

\_\_\_\_\_

SIGNED \_\_\_\_\_,      PHONE # \_\_\_\_\_

DATE \_\_\_\_\_,