



Central Indiana Chapter #642 Waiver and Release

(READ CAREFULLY BEFORE SIGNING)

In consideration of participating in the Planting Program of the Central Indiana Chapter of Pheasants Forever, **I understand and agree:**

1. I understand that:

- A) There are no representations, warranties or guarantees that the grasses or other seed planted by Pheasants Forever will fit any particular purpose or meet any specific specifications.
- B) There may be risks and dangers involved in allowing Pheasants Forever to plant or participate in planting on participant's land including, but not limited to, potential damage to tile work, fences, gates and the like.
- C) There may be other risks not known to me or not reasonably foreseen at this time.

2. I ACCEPT ALL RISKS AND FULL RESPONSIBILITY FOR ANY LOSSES AND/OR DAMAGES, EVEN IF CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW.

3. I hereby release, discharge and covenant not to sue Pheasants Forever, The Central Indiana Chapter of Pheasants Forever, the agents of Pheasants Forever, their respective officers, directors, agents and employees, all of which are referred to as "Releasees", from all liability to me, my personal representatives, assigns, heirs and next of kin from any and all claims, demands, losses or damages on account of my participation in the Pheasants Forever Planting Program.

I have read the above Waiver and Release, understand that I have given up substantial rights by signing it, and sign it voluntarily. This Waiver and Release shall become effective as of and on the date signed and shall apply to any subsequent participation in Pheasants Forever Planting Program.

Date: _____

Participant:
Signed _____

Witness:
Signed _____

Printed _____

Printed _____

Address: _____

Address: _____

Phone: _____

Phone: _____