

# G&T OUTFITTERS

## Reservation Form (Page 1 of 2)

Requested Hunt Date(s):		
Number of People:		
Full Name:		
Mailing Address:		
Cell Phone:		
Email:		
Driver's License Number:	State Issued:	Expiration Date:

### THE FOLLOWING INFORMATION MUST BE FILLED IN BEFORE DAY OF FLIGHT

Emergency Contact Full Name:
Mailing Address:
Cell Phone:

## CREDIT CARD INFORMATION

Name (as it appears on credit card):		
Credit Card Billing Address:		
City:	State:	Zip:
Credit Card Number:		
Expiration Date:	CVC Code:	
Signature:		

BY FILLING IN THIS INFORMATION AND SIGNING THIS RESERVATION FORM I UNDERSTAND THAT I AM MAKING A COMMITMENT TO ATTEND A HELICOPTER HOG HUNT ON THE REQUESTED DATES, AND THAT I WILL BE PARTICIPATING AS A SHOOTER IN A HELICOPTER HOG DEPREDATION PROGRAM. I AUTHORIZE G&T OUTFITTERS TO CHARGE MY CREDIT CARD FOR THE AMOUNT(S) LISTED IN THIS AGREEMENT. I UNDERSTAND THAT THERE ARE NO REFUNDS FOR HUNTS, AND THAT REMAINING AMOUNTS WILL BE APPLIED AS CREDIT TOWARDS A FUTURE HUNT OR SERVICE. I ALSO UNDERSTAND THAT THIS IS A TWO-PAGE FORM AND I THAT I HAVE READ AND AGREE TO THE INFORMATION ON BOTH PAGE ONE AND PAGE TWO OF THIS RESERVATION FORM. I CERTIFY THAT ALL OF THE INFORMATION I HAVE PROVIDED ON THIS FORM IS ACCURATE, AND THAT I AM AT LEAST 18 YRS OR OLDER.

**WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS. THIS FORM MUST BE SIGNED AND INITIALED BEFORE ANY FLIGHT MAY TAKE PLACE.** The person listed on the first page of this application who is either receiving training or flying as a passenger or gunner with PROVIDER, its officers, pilots and or instructors, shall be referred to hereinafter as "TRAINEE / PASSENGER / GUNNER / HUNTER". "PROVIDER" means any or all of the companies of G&T Outfitters or any of their subsidiaries. "THE UNDERSIGNED" means only the TRAINEE / PASSENGER / GUNNER / HUNTER when the TRAINEE / PASSENGER / GUNNER / HUNTER is age 18 or older. THE UNDERSIGNED agrees and understands that as a TRAINEE / PASSENGER / GUNNER / HUNTER receiving training and/or any other uses of PROVIDER's services can be HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY OR DEATH.

1. THE UNDERSIGNED further agreeS and understands that risks associated with the AERIAL HUNTING SAFETY PROGRAM and/or performing aerial hunting from a helicopter (aka "ACTIVITY"), includes, but are not limited to: varying and unpredictable weather conditions; wind conditions; varying temperature; diversions; air density; icing; slip and falls; uneven, slippery and changing walking surfaces; aircraft equipment and/or maintenance problems, including but not limited to, engine failure, navigation failure, equipment failure, communications failure, fuel problems, landing gear problems, pilot error, high altitude and mountain flying, low-level flight under 50 feet above ground level, flight near trees, power lines, antennas, and other natural or man-made objects, weapon discharges, weapon malfunctions, and high temperature injuries from engine fluids, spent casings, or greases. TRAINEE / PASSENGER / GUNNER / HUNTER recognizes that injuries are a common and ordinary occurrence of the ACTIVITY. RECOGNIZING THE RISKS, TRAINEE / PASSENGER / GUNNER / HUNTER VOLUNTARILY CHOOSES TO TAKE PART IN THE ACTIVITY.
2. TRAINEE / PASSENGER / GUNNER / HUNTER agrees with the premise that it is his or her responsibility to perform or to verify a thorough pre-flight inspection of the aircraft before any usage whatsoever and that following such preflight inspection he/she assumes the risk of participation in the ACTIVITY.
3. In consideration of allowing the TRAINEE / PASSENGER / GUNNER / HUNTER to participate in the ACTIVITY, THE UNDERSIGNED hereby agrees to ASSUME ALL RISKS associated with the TRAINEE / PASSENGER / GUNNER / HUNTER's participation in the ACTIVITY. Additionally, THE UNDERSIGNED agrees to HOLD HARMLESS, RELEASE, DEFEND, AND INDEMNIFY, PROVIDER, BRUNNER AEROSPACE/UTILITY AVIATION, INC. as the aviation provider, and other G&T affiliated organizations and companies, and all their respective insurance carriers, agents, employees, instructors, representatives, assignees, officers, directors, and shareholders (each hereinafter a "RELEASED PARTY") FOR ANY AND ALL LIABILITY and/or claims for injury or death to persons or damage to property arising from the TRAINEE / PASSENGER / GUNNER / HUNTER's participation in the ACTIVITY, including those claims based on any RELEASED PARTY's alleged or actual NEGLIGENCE OR BREACH OF any express or implied WARRANTY. THE UNDERSIGNED takes full responsibility for any injury or loss to TRAINEE / PASSENGER / GUNNER / HUNTER, including death, which TRAINEE / PASSENGER / GUNNER / HUNTER may suffer, arising in whole or in part out of the ACTIVITY. By signing this release, THE UNDERSIGNED AGREE NOT TO SUE ANY RELEASED PARTY and agree that they are releasing any right to make a claim or file a lawsuit against any RELEASED PARTY. THE UNDERSIGNED further AGREE TO DEFEND AND INDEMNIFY each RELEASED PARTY for any and all claims of THE UNDERSIGNED and/or a THIRD PARTY arising from the TRAINEE / PASSENGER / GUNNER / HUNTER's participation in the ACTIVITY. THE UNDERSIGNED agrees to pay all costs and attorney's fees incurred by any RELEASED PARTY in defending a claim or suit brought by or on behalf of THE UNDERSIGNED.
4. The UNDERSIGNED represents that the TRAINEE / PASSENGER / GUNNER / HUNTER is in good health and there are no special problems or limitations associated with his/her participation in the ACTIVITY. THE UNDERSIGNED authorizes any RELEASED PARTY and/or their authorized personnel to call for medical care for the TRAINEE / PASSENGER / GUNNER / HUNTER or to transport the TRAINEE / PASSENGER / GUNNER / HUNTER to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. THE UNDERSIGNED agrees that upon TRAINEE / PASSENGER / GUNNER / HUNTER's transport to any such medical facility or hospital that the RELEASED PARTY shall not have any further responsibility for TRAINEE / PASSENGER / GUNNER / HUNTER. Further, THE UNDERSIGNED agree s to pay all costs associated with such medical care and related transportation provided for TRAINEE / PASSENGER / GUNNER / HUNTER and shall indemnify and HOLD HARMLESS the RELEASED PARTY from any costs incurred therein, or any claims originating therefrom.
5. THE UNDERSIGNED accepts full responsibility for the care of the aircraft during the training or flight period usage and will be responsible for any damage to the aircraft that might be caused by misuse, abuse, inappropriate use, including but not limited to; damage as a result of weapons fire, damage as a result of expended shell casings, damage as a result of dropped objects, damage as a result of thrown objects.
- 5a. THE UNDERSIGNED accepts full responsibility for any damage to any property as a result of improper weapon aiming and/or stray rounds fired from the weapon being utilized by the UNDERSIGNED during the course of the Aerial Depredation hunt. The undersigned agrees to pay all costs associated with the recovery and/ or repair or replacement of any property or equipment damaged from the actions of the UNDERSIGNED, and agrees to HOLD HARMLESS G&T OUTFITTERS, Inc. from any costs incurred therein, or any claims originating therefrom.
6. The UNDERSIGNED hereby represents that he/she has any required medical rating and appropriate hunting and/or weapons license at the time of any such ACTIVITY.
7. If THE UNDERSIGNED feels the equipment is not functioning properly, THE UNDERSIGNED will stop using it and have it inspected, repaired or readjusted by a qualified technician.
8. In consideration for allowing the TRAINEE / PASSENGER / GUNNER / HUNTER to utilize PROVIDER's' services, THE UNDERSIGNED agree that ANY AND ALL CLAIMS for injury and/or death arising from the TRAINEE / PASSENGER / GUNNER HUNTER's participation in the ACTIVITY shall be GOVERNED BY TEXAS STATE LAW and EXCLUSIVE JURISDICTION of any claim shall be in the DISTRICT COURT residing where the alleged incident occurred or in the FEDERAL COURT FOR THE STATE OF TEXAS.
9. THE UNDERSIGNED agree and understand that this release is applicable to each and every day for the TRAINEE / PASSENGER / GUNNER / HUNTER to participate in the ACTIVITY during the current calendar year. UNDERSIGNED also agrees that PROVIDER may use their video or photographic images or their likeness in online and/or print advertising media without compensation.
10. This release shall be binding to the fullest extent permitted by law. If any part of this release is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. This release shall be binding upon the assignees, subjugators, distributors, heirs, next of kin, executors and personal representatives of THE UNDERSIGNED.
11. Weather, Maintenance, Illness, Refunds, Credits: In the event of adverse weather conditions, illness, or unplanned aircraft maintenance, all unused monies placed on account shall be credited on account towards a future hunt date or service. **No refunds will be issued for any hunt related service or class.**
12. The undersigned understands and agrees that the materials covered in this course are considered proprietary in nature, and are the property and copyright of G&T OUTFITTERS, and the undersigned agrees not to copy, reproduce or duplicate the course materials in any form. The UNDERSIGNED also agrees that he/she shall not engage in a competitive business of this nature with G&T OUTFITTERS, Inc. after attending this Aerial Depredation Hunt.

**I HAVE CAREFULLY READ THE FOREGOING LIABILITY RELEASE AND THE ATTACHED SAFETY BRIEFING AND I UNDERSTAND ITS CONTENTS, AND I AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I OTHERWISE MAY HAVE AND I MAY REQUEST A COPY OF THIS DOCUMENT AT THE TIME OF SIGNING.**

PRINTED NAME OF TRAINEE / PASSENGER / GUNNER / HUNTER

STATE OF TEXAS HUNTING LICENSE NUMBER

SIGNATURE OF TRAINEE / PASSENGER / GUNNER / HUNTER

DATE