

**2025 Art Tent PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK**

In consideration of the services of Pointe Mouillee Waterfowl Festival, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "PMWF"), I hereby agree to release, indemnify, and discharge PMWF, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate.

**The risks include, among other things:** the use and carrying of firearms; latent or apparent defects or conditions in equipment, whether or not supplied; participation may result in the undersigned or third parties being shot by a firearm; suffering hearing loss; eye injury or loss; inhalation or contact with airborne contaminants and or flying debris; the negligence of other visitors, participants, or other persons who may be present.

Furthermore, PMWF employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They may give incomplete warnings or instructions, and the equipment might malfunction. All firearms available in the Trading Post are required to have safety locks in place.

1. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is voluntary, and I elect to participate despite the risks.
2. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless PMWF and its affiliates from all claims, demands, or causes of action, that are in any way connected with my participation in this activity or my use of PMWF's equipment or facilities, including any such claims, which allege negligent acts or omissions of PMWF.
3. Should PMWF or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
4. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
5. If I file a lawsuit against PMWF, I agree to do so solely in the state of Michigan, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of the law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

**By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against PMWF based on any claim from which I have released PMWF herein.**

**I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.**

Signature of Participant \_\_\_\_\_

Print Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Date \_\_\_\_\_

Year \_\_\_\_\_