

GUEST AGREEMENT

1. By signing below, I agree that I am a guest of a member of The American Fish and Game Club (the "AFGC"), and that as such I, both individually and on behalf of my minor children, as listed below, have read the Member's Membership Agreement and the [Membership Conduct and Club Regulations](#) of the AFGC and agree to comply with all such rules, regulations and policies of the AFGC as in effect from time to time, and do abide by all covenants of the member under me Membership Agreement and to assure that all such children do the same. I agree that failure to abide by such rules, regulations and policies of the undersigned or such children shall result in revocation of the guest membership of the undersigned and such children.

2. I agree that this Guest Membership Application, if accepted, entitles me to use the AFGC properties on the terms *and* conditions of, and pursuant to the obligations in the Member's Membership Agreement, but at the guest rates in effect from time to time, and that I will use such properties only while accompanied by a member of the AFGC unless other arrangements are approved by the AFGC. I agree that this Membership Agreement is revocable at will by the AFGC, with or without cause.

3. **RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT.** In consideration of being allowed to use the various water bodies of the AFGC for fishing and hunting pursuant to the guest membership, I HEREBY ACKNOWLEDGE ON BEHALF OF MYSELF AND MY MINOR CHILD, IF APPLICABLE, THAT THE RISK OF INJURY RELATING TO PERFORMANCE OF THIS AGREEMENT AND MY VISIT TO OR USE OF THE WATER BODIES AND LAND AVAILABLE TO ME UNDER THE GUEST MEMBERSHIP IS SIGNIFICANT, INCLUDING THE POTENTIAL FOR PERMANENT DISABILITY AND DEATH. ON BEHALF OF MYSELF AND MY MINOR CHILD, IF APPLICABLE, I KNOWINGLY AND VOLUNTRILY ASSUME SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF THE AFGC AND ITS AGENTS, EMPLOYEES, ATTORNEYS, OFFICERS, AND DIRECTORS (THE RELEASED PARTIES). ON BEHALF OF MYSELF AND MY MINOR CHILD, IF APPLICABLE, I HEREBY FURTHER AGREE TO AND DO RELEASE, HOLD HARMLESS, AND INDEMNIFY AND AGREE TO DEFEND THE LANDOWNERS AND THE AFGC AND ITS AGENTS, EMPLOYEES, ATTORNEYS, OFFICERS, AND DIRECTORS (THE RELEASED PARTIES) FROM AND AGAINST ANY AND ALL DAMAGES, CLAIMS, DEMANDS, OR EXPENSES, INCLUDING CLAIMS FOR WRONGFUL DEATH, PERSONAL AND BODILY INJURY (INCLUDING PERMANENT DISABILITY OR PARALYSIS), OR PROPERTY DAMAGE, RELATING TO OR RESULTING FROM ANY OF THE FOLLOWING: (1) THE ORDINARY OR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ME OR ANY OF THE RELEASED PARTIES, (2) ANY INTENTIONAL TORT COMMITTED BY ME OR ANY OF THE RELEASED PARTIES, (3) ANY STRICT LIABILITY THEORY UNDER WHICH I OR ANY OF THE RELEASED PARTIES MIGHT BE LIABLE FOR SUCH DAMAGES, CLAIMS, DEMANDS OR EXPENSES, OR (4) PERFORMANCE OF THIS AGREEMENT BY ME OR THE AFGC, INCLUDING MY UTILIZATION OF, AND FISHING OR HUNTING UPON, THE VARIOUS WATER BODIES AND LAND AVAILABLE TO ME AS A GUEST. Each instance of my visit to or use of any of the water bodies or land of the AFGC shall constitute my ratification and re-affirmation of the previous provision releasing, holding harmless, indemnifying, and agreeing to defend the Released Parties. ON BEHALF OF MYSELF AND MY MINOR CHILD, IF APPLICABLE, I FURTHER AGREE THAT I WILL NOT SUE OR MAKE ANY CLAIM AGAINST ANY LANDOWNERS OR ANY INDIVIDUAL, ENTITY, OR GROUP INVOLVED WITH THE AFGC NOW OR IN THE FUTURE CONCERNING ANY INJURY OR DAMAGE (INCLUDING WRONGFUL DEATH, PERSONAL INJURY OR PROPERTY DAMAGE) RELATING TO OR RESULTING FROM PERFORMANCE UNDER THIS AGREEMENT OR MY USE OF, AND FISHING AND HUNTING UPON, THE WATER BODIES OR LAND AVAILABLE TO ME AS A GUEST. On behalf of myself and my minor child, if applicable, I hereby waive the right to any notice of defects, latent or patent, or dangerous conditions, reasonable or unreasonable, which may exist upon any lands or water bodies. I also agree that, notwithstanding the termination or expiration of the term of this agreement, the covenants herein to indemnify, hold harmless, defend and release the Released Parties shall expressly survive the termination of this agreement, the same are severable, and that but for my agreement to indemnify, hold harmless, defend and release certain parties as set forth herein, the American Fish and Game would not accept the offer represented by this application.

Initial _____

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FOR MYSELF AND MY MINOR CHILD, IF APPLICABLE, I HAVE READ THIS GUEST AGREEMENT AND AGREE TO ABIDE BY ITS TERMS. I FURTHER STATE THAT I UNDERSTAND THE PROVISIONS OF THIS GUEST AGREEMENT, INCLUDING SECTION 3 (RELEASE OF LIABILITY AND ASSUMPTION OF RISK) IN WHICH I, ON BEHALF OF MYSELF AND MY MINOR CHILD, IF APPLICABLE, HAVE GIVEN UP MY RIGHT TO SUE AS DESCRIBED IN THAT SECTION.

Guest Signature _____ Date _____

Name _____

Address _____

City _____ State _____ Zip _____

Phone (Day) _____ (Evening) _____

*Minors Names _____ Age _____ Signature _____ Date _____

_____ Age _____ Signature _____ Date _____

(*Each person, including each minor, that will participate under the guest membership must sign this agreement.)

Above named individual(s) are guests of the following member:

Name _____ Number _____

ACCEPTED BY: _____

**Mail to:
The American Fish and Game Club
3000 Carlisle Street, Suite #103
Dallas, Texas 75204**

**Or Fax to:
(214) 871-0742**