

WAIVER AND RELEASE AGREEMENT

Please read carefully before signing

This is a release of liability and waiver of certain legal rights

I acknowledge that fishing has inherent risks, hazards, and dangers for anyone that cannot be eliminated particularly in a wilderness environment. I UNDERSTAND THAT THESE RISKS, HAZARDS, AND DANGERS INCLUDE WITHOUT LIMITATIONS:

1. Water hazards in boating and wading in the rivers including drowning
2. Hiking in rugged country
3. Injuries from fishing equipment and other participants
4. Encounters with wildlife, animals and insects
5. Temperature extremes
6. Inclement weather conditions and unavailability of immediate medical attention in the wilderness in case of injury.

I understand the risks, hazards, and dangers of fishing and have had the opportunity to discuss them with Trophy Bass Haven LLC. I understand that these activities may require good physical conditioning and a degree of skill and knowledge. I believe I have that good physical conditioning and the degree of skill and knowledge necessary for me to engaging in these activities safely. I understand that I have responsibilities. My participation in this activity is purely voluntary. No one is forcing me to participate in spite of the risks. I AM VOLUNTARILY USING THE SERVICES OF TROPHY BASS HAVEN LLC WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS, OR DEATH.

Lastly, I, for myself, my heirs, successors, executors, and subrogees, hereby KNOWINGLY AND INTENTIONALL WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS Trophy Bass Haven LLC, their directors, officers, agents, employees, and volunteers from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorneys' fees) which are related to, arise out of, or are in any way connected with my participation in this activity including, but not limited to, NEGLIGENCE of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me or my property as a result of my engaging in these activities or the use of these services, animals, equipment or swimming pool, whether such damage, loss, injury, paralysis, or death results from negligence of Trophy Bass Haven LLC or from some other cause. I, for myself, my heirs, my successors, executors, and subrogees, further agree not to sue Trophy Bass Haven LLC as a result of injury, paralysis, or death suffered in connection with my use and participation in the activities of Trophy Bass Haven LLC.

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE AGREEMENT

Signature

Print Name

Mailing Address

City State Zip

Phone Number

Date

Parent, Guardian or Custodian of minor needs to sign for minors

INDEMNIFICATION

If under eighteen years of age, guardian, or custodian sign the following indemnifications:

In consideration for the above minor being permitted by Trophy Bass Haven LLC to participate in the activities of Trophy Bass Haven LLC which include, without limitations, the use of its services, animals, equipment, swimming pool, I agree to the following waiver, release, and indemnifications:

The undersigned parent, guardian, or custodian of the above minor, for himself/herself and on behalf of said minor, hereby joins in the foregoing Waiver and Release and hereby stipulates and agrees to save and hold harmless, indemnify, and forever defend Trophy Bass Haven LLC, their directors, officers, agents, employees, and volunteers from and against any claims, demands, expenses, liabilities (including reasonable attorney's fees,) and NEGLIGENCE made or bought by anyone on behalf of said minor, as a result of aid minor's participation in the activities of Trophy Bass Haven LLC and his or her use of the property, animals, swimming pool, if any, and facilities of Trophy Bass Haven LLC. I, for myself and on behalf of said minor, further agree not to sue Trophy Bass Haven LLC as a result of any injury, paralysis or death that said minor suffers in connection with his/her participation in the activities of Trophy Bass Haven LLC

Date

Signature of Parent, Guardian or Custodian of Minor

Print Name of Minor

Date

Witness