

## **WAIVER, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

### **\*PLEASE READ CAREFULLY\***

In consideration of participating in any fishing, hunting, or foraging activities organized and operated by TIDE TO FIELD and/or ATLAS HOSPITALITY LLC (collectively, the "Activities"), I, \_\_\_\_\_, acknowledge and understand that fishing, hunting, and/or foraging are very dangerous activities that involve inherent known and unanticipated risks that may result in serious injury, death, or property damage. I agree to assume full responsibility for all risks of loss, damage, and injury or death that I may sustain while engaging in the activities.

I hereby for myself, my heirs, administrators, personal representatives, assigns, and estates, forever RELEASE AND DISCHARGE TIDE TO FIELD, ATLAS HOSPITALITY LLC, LAUREN COAKLEY, and any other owners, employees, or agents of TIDE TO FIELD and/or ATLAS HOSPITALITY LLC (collectively, the "Release Parties") from any and all losses, liabilities, claims, demands, causes of action and costs (including attorney's fees) that I may hereafter have for death, injuries, and property damage arising out of or related to my participation in the Activities, whether caused by the negligence of the Release Parties or otherwise.

I further agree that I WILL NOT SUE OR MAKE CLAIM AND WAIVE THE RIGHT TO DO SO against the Release Parties for losses, liabilities, damages and costs (including attorney's fees) arising out of or related to my participation in the Activities, whether caused by the negligence of the Release Parties or otherwise. I hereby instruct my heirs, administrators, personal representatives, assigns, and estate never to institute and sue or action at law or otherwise against the Related Parties, nor to initiate or assist the prosecution or any claim or cause of action that I, my heirs, administrators, personal representatives, assigns, and estate may have by reason of my death, injuries or property damage arising out of or related to the Activities, whether caused by the negligence of the Release Parties or otherwise.

I further agree to INDEMNIFY AND HOLD THE RELEASE PARTIES HARMLESS from any and all losses, liabilities, claims, judgements, and costs (including attorney's fees) incurred in connection with any action brought as a result of my participation in the Activities, whether caused by the negligence of the Release Parties or otherwise.

I further agree to INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS from any and all losses, liabilities, claims, demands, judgements, and costs (including attorney's fees) for death, injury or property damage I may negligently or intentionally cause while participating in the Activities.

I understand that injuries received may be compounded or increased by negligent rescue operations or procedures of the Released Parties. I further agree that this Agreement extends to all acts of negligence by the Release Parties, including negligent rescue operations and procedures.

I understand that this Agreement is intended to be final and complete notwithstanding any prior representations, statements, or agreements to the contrary. I further recognize and agree that any modification of the Agreement shall be binding only if evidenced in a writing signed by a duly authorized representative of TIDE TO FIELD and/or ATLAS HOSPITALITY LLC.

This agreement is made in the State of California, County of Monterey, and shall in all respects be governed in accordance with the laws of the State of California. I further agree that this Agreement is intended to be as broad and inclusive as permitted by the laws of California and if any portion thereof is held invalid, I agree the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY OF MY OWN FREE WILL WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME. I INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

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Signature

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Date

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Printed name

**Parent's or Guardian's Consent and Additional Indemnification (Must be completed for participants under the age of 18)**

The undersigned certifies that they are the parent or legal guardian of \_\_\_\_\_ (print minor's name) ("Minor").

In consideration of Minor being permitted to participate in the Activities (as defined above), I, on behalf of myself and the Minor, consent to Minor's participation in the Activities and agree to be bound by all the foregoing acknowledgements, assumptions of risk, release of liability, waiver of rights, indemnity agreements and other agreements state above.

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Signature of Parent/Guardian

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Date

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Printed name of Parent/Guardian