

## **RELEASE OF LIABILITY**

### **READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS**

In exchange for participation in the activity of Hunting and Fishing Guide Services organized by Yuma Outfitter, Yuma, Arizona, 85365 and/or use of the property, facilities and services of Yuma Outfitter, I, \_\_\_\_\_, agree for myself and (if applicable) for the members of my family, to the following:

**1. AGREEMENT TO FOLLOW DIRECTIONS.** I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by Yuma Outfitter, or the employees, representatives or agents of Yuma Outfitter. The Waiver & Release of Liability Claims and Assumption of Risk Acknowledgement ALL customers of Yuma Outfitter must complete the waiver form before the beginning of any fishing/hunting. I agree to follow the Arizona Game and Fish Department posted regulations for hunting and fishing, and that I am legally able to hunt or fish in Arizona.

**2. ASSUMPTION OF THE RISKS AND RELEASE.** I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge Yuma Outfitter for injury, loss or damage arising out of my or my family's use of or presence upon the facilities of Yuma Outfitter, whether caused by the fault of myself, my family, Yuma Outfitter or other third parties. Yuma Outfitter reserves the right to terminate any guided trips due any safety concerns. Customers of Yuma Outfitter are required to bring their own firearms and are responsible for their ammunition. Any malfunctions of firearms or ammunition is at the customer's risk. Customers of Yuma Outfitter understand that firearms pose a serious risk of death or injury and by signing this liability waiver will not hold Yuma Outfitter liable for any death or injury while engaging in Yuma Outfitter guided trips. I hereby acknowledge that participating in fishing /hunting activities presents a risk of personal injury, death and damage or loss of personal property which may result from, but is not limited to the following: fishing bodies of water, hunting all lands in Arizona, boarding and un-boarding of watercrafts, natural hazards including, but not limited to lightning storms and other adverse weather conditions; domestic or wild animals; fire; travel either on foot or in a vehicle in unfamiliar terrain or over fences and other structures, artificial and natural obstructions and unimproved roads as well as traveling in personally owned vehicles. I hereby acknowledge and recognize the existence of these risks, and ASSUME ALL RISKS COMPLETELY, and agree that I SHALL HOLD HARMLESS AND TAKE NO ACTIONS OR SUITS, FOR DEBTS, DUES, SUMS OF MONEY, CLAIMS OR DEMANDS WHATSOEVER AT LAW OR IN EQUITY AGAINST Yuma Outfitter and its owners, agents, officers and employees, his or her heirs, executors, assigns, administrators, property or aides for injury, death, property damage or loss associated with relating to or arising from those risks enumerated above or otherwise that occur while I am participating in any stage of a fishing/hunting trip(s) with said persons affiliated with Yuma Outfitter. I hereby execute the above Agreement, Waiver, and Release on his/her behalf. I hereby agree to hold Yuma Outfitter and its owners, agents, officers and employees, and any other persons or entities mentioned above free and harmless from any loss, liability, damage, cost or expense which they may incur as a result of death or any injury or property damage that said minor may sustain while participating in guided fishing or hunting activities. I understand and acknowledge that by signing this document that I have given up certain legal rights and/or possible claims, video content, which I might otherwise assert or maintain against Yuma Outfitter and its owners, agents, officers and employees.

**3. INDEMNIFICATION.** I agree to indemnify and defend Yuma Outfitter against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the guided trips of Yuma Outfitter.

**4. FEES.** I agree to pay for all damages to the facilities of Yuma Outfitter caused by any negligent, reckless, or willful actions by me or my family.

**5. APPLICABLE LAW.** Any legal or equitable claim that may arise from participation in the above shall be resolved under Arizona law.

**6. NO DURESS.** I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that Yuma Outfitter has offered to refund any fees I have paid to use its facilities if I choose not to sign this Agreement.

**7. ARM'S LENGTH AGREEMENT.** This Agreement and each of its terms are the product of an arm's length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.

**8. ENFORCEABILITY.** The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

**9. EMERGENCY CONTACT.** In case of an emergency, please call \_\_\_\_\_ (Relationship: \_\_\_\_\_) at \_\_\_\_\_ (Day), or \_\_\_\_\_ (Evening).

**I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_