



ACKNOWLEDGMENT OF RISK, RELEASE OF LIABILITY, AND WAIVER OF CERTAIN LEGAL RIGHTS

ACKNOWLEDGMENT OF RISK, RELEASE OF LIABILITY, AND WAIVER OF CERTAIN LEGAL RIGHTS PLEASE READ CAREFULLY BEFORE SIGNING

Assumption of Risk: THIS AGREEMENT IS ENTERED INTO THIS DAY BETWEEN PATRIOT PADDLERS LLC AND THE UNDERSIGNED CUSTOMER. IN CONSIDERATION FOR BEING PERMITTED TO PARTICIPATE IN GUIDED KAYAK FISHING WITH PATRIOT PADDLERS, LLC. I ASSUME THE RISK OF PERSONAL INJURY AND PROPERTY DAMAGE ASSOCIATED WITH THIS ACTIVITY, AND TO RELEASE PATRIOT PADDLERS, LLC FROM ANY AND ALL LIABILITY IN CONNECTION WITH PARTICIPATION IN THE ACTIVITY OF GUIDED KAYAK FISHING. PLEASE READ CAREFULLY BEFORE SIGNING. I AM VOLUNTARILY USING THE SERVICES OF PATRIOT PADDLERS LLC WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, CUTS, SCRAPES, BROKEN BONES, PARALYSIS, OR DEATH.

Waiver and Release: I am aware that I am being GUIDED AND/OR TRANSPORTED by a Guide, contracted or employed by Patriot Paddlers, LLC. I acknowledge that fishing involves inherent risks, hazards and dangers associated with all outdoor activities in backcountry, wilderness and mountainous areas that cannot be eliminated. I understand that no guide service can guarantee absolute safety in wilderness environments, and I agree to assume responsibility for my own safety. I understand that I assume all responsibility for any negligence. I expressly assume the risks of personal injury, death and property damage set forth above and waive any claims based on negligence or breach of warranty I might assert on my own behalf against Patriot Paddlers, LLC. its officers, directors, employees and agents for personal injuries, death and/or property damage sustained while participating in guided fishing with Patriot Paddlers, LLC

Hazards: I UNDERSTAND THAT THESE RISKS, HAZARDS, AND DANGERS INCLUDE WITHOUT LIMITATION Water hazards and wading in the rivers can result in falls, injuries, and even drowning; Hiking in rugged country, twisted ankles, falls, scrapes and bruises; Injuries from fishing equipment and other participants; Encounters with wildlife, animals, and insects; Temperature extremes, inclement weather conditions, and unavailability of immediate medical attention in the wilderness in case of injury; Dehydration, motion sickness, altitude sickness/other issues associated with high altitude; Risks associated with driving, to/from fishing destination, or navigating waters using vessel(s)

Media and Marketing Release: Patriot Paddlers, LLC reserves the right to use any photograph or video taken during an Adventure Travel or Guide Trip or Event sponsored by Patriot Paddlers, LLC, without the expressed written permission of those included within the photograph/video. Patriot Paddlers, LLC may use the photograph/video in publications or other media material produced, used or contracted by Patriot Paddlers, LLC including but not limited to: brochures, invitations, books, newspapers, magazines, television, websites, social media, etc. To ensure the privacy of individuals and children, images will not be identified using full names or personal identifying information without written approval from the photographed subject, parent or legal guardian. A person attending a Patriot Paddlers, LLC trip/event who does not wish to have their image recorded for distribution should make their wishes known to the photographer, and/or the event organizers, and/or contact Patriot Paddlers, LLC management in writing of his/her intentions and include a photograph. Patriot Paddlers, LLC will use the photo for identification purposes and will hold it in confidence. By participating in a Patriot Paddlers, LLC trip/event or by failing to notify Patriot Paddlers, LLC, in writing, your desire to not have your photograph used by Patriot Paddlers, LLC, you are agreeing to release, defend, hold harmless and indemnify Patriot Paddlers, LLC from any and all claims involving the use of your picture or likeness. Any person or organization not affiliated with Patriot Paddlers, LLC may not use, copy, alter or modify Patriot Paddlers, LLC photographs, graphics, videography or other, similar reproductions or recordings without the advance written permission of an authorized designee from Patriot Paddlers, LLC

Hold Harmless: Lastly, I, for myself, my heirs, successors, executors, and subrogates, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS PATRIOT PADDLERS, LLC, their directors, officers, agents, employees, family members, heirs, 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 or equipment. whether such damage, loss, injury, paralysis, or death results from negligence of Patriot Paddlers, LLC or from some other cause. I, for myself, my heirs, my successors, executors, and subrogates, further agree not to sue Patriot Paddlers, LLC as a result of any injury, paralysis, or death suffered in connection with my use and participation in the activities of Patriot Paddlers, LLC

Cancellation and Refund Policy: All trips booked with Patriot Paddlers, LLC require an immediate payment in full at time of signing this agreement. Any bookings made within 30 days of an event require an immediate non-refundable 100% payment in full. Should a customer decide to cancel a trip more than 30 days out from the trip date, there is no refund and management reserves the right to offer a credit that may be used within 12 months of the original trip date. If credit is not used within 12 months, it will expire and all funds are forfeited by the customer to Patriot Paddlers, LLC. God causes a cancellation then a 12 month credit will be issued to the customer. This credit may be transferred to another customer if the original customer is unable to use the credit within the 12 month period.

Trespassing Agreement: Customer acknowledges that Patriot Paddlers, LLC has invested valuable time and resources to create these fishing properties and that trespassing could cause harm to Patriot Paddlers, LLC's relationship with property owners. Customers recognize they may be fishing private water where Patriot Paddlers, LLC owns or has exclusive rights to access. This does not grant any rights to customers to revisit the property without Patriot Paddlers, LLC. Customers also agree to keep private and confidential the address or location of such property. Customer furthermore agrees not to make an attempt to contact the private property owners with intent to negotiate rights to access the property.

Personal Floatation Device (PFD) Agreement: I understand that a Personal Flotation Device will be provided by Patriot Paddlers, LLC. For me to participate in any activities of Patriot Paddlers, LLC, I understand that a Personal Flotation Device must be worn at all times. I understand if I fail to comply by choosing not to wear a PFD, my guided tour will be ended and that I will not receive a refund.

Acknowledgement: I ACKNOWLEDGE I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE AGREEMENT. I am aware that I am releasing certain legal rights that I otherwise may have and I enter into this agreement on behalf of myself (and/or my minor children). My signature on this document indicates that I have read the entire document, understand it completely and agree to be bound by its terms.

The undersigned, hereby joins in the foregoing Waiver and Release and hereby stipulates and agrees to save and hold harmless, indemnify, and forever defend Patriot Paddlers, LLC, their directors, officers, agents, employees, and volunteers from and against any claims, actions, demands, expenses, liabilities (including reasonable attorneys' fees), and NEGLIGENCE made or bought for participation in the activities of Patriot Paddlers, LLC and his or her use of the property, transportation, if any, and facilities of.

Name of Participant & Date

Signature of Participant or
Signature of Parent or Guardian of Minor Participant