

PNW Coast Guide Service

WAIVER AND RELEASE OF LIABILITY

IN CONSIDERATION OF the risk of injury that exists while participating in BIG/SMALL GAME HUNTING (hereinafter the "ACTIVITY"); and

IN CONSIDERATION OF my desire to participate in said ACTIVITY and being given the right to participate in same.

I HERBY, for myself, my heirs, executors, administrators, assigns, or personal representatives (hereinafter collectively, "RELEASOR", "I" or "ME", which terms shall also include RELEASOR's parents or guardian if RELEASOR is under eighteen (18) years of age), knowingly and voluntarily enter into this WAIVER AND RELEASE OF LIABILITY and hereby waive any and all rights, claims or causes of action of any kind arising out of my participation in the ACTIVITY; and

I HERBY release and forever discharge MCCALISTER LLC, doing business as PNW COAST GUIDE SERVICE, located at 21 E Warbler Ct, Allyn, Washington 98524, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors, and assigns (collectively "RELEASEES"), from any physical or psychological injury that I may suffer as a direct result of my participation in the aforementioned ACTIVITY.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELEY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THIS ACTIVITY WHICH MAY INCLUDE, BUT NOT LIMITED TO: PHYSICAL OR PSYCHOLOGICAL INJURY. PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TERMPRARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' ACTIVITY, OR FROM CONDITIONS AT THE ACTIVITY LOCATIONS(S) NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY.

I FURTHER AGREE to indemnify, defend and hold harmless the RELEASEES against any and all claims, suits, actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs.

I FURTHER ACKNOWLEDGE the REALESEES are not responsible for errors, omissions, acts or failure to act of any party or entity conducting a specific event or activity on behalf of RELEASEES. In the event that I should require medical care or treatment, I authorize PNW CCOAST GUIDE SERVICE to provide all emergency medical care deemed necessary, including but not limited to, first aid, CPR, he use of AEDs, emergency medical transport, and sharing of medical information with medical personnel. I further agree to assume all costs involved and agree to be financially responsible of any costs incurred as a result of such treatment. I am aware and understand that I should carry my own prescriptions (i.e., insulin, inhaler, EpiPens) and health insurance.

I FURTHER ACKNOWLEDGE that this activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. I agree not to participate in the ACTIVITY unless I am medically able and properly trained, and I agree to abide by the decisions of the PNW COAST GUIDE SERVICE official or agent, regarding my approval to participate in the ACTIVITY.

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I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS “WAIVER AND RELEASE” AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE PNW COAST GUIDE SERVICE AND ALL OF ITS AFFILIATES, MANAGERS, MEMEBRS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HHEIRS, REPRESENTATIVES, REDECESSORS, SUCCESSORS AND ASSIGNS, FRM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VULUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST PNW COAST GUIDE SERVICE FOR PERSONAL INJURY OR PROPERTY DAMAGE.

To the extent tat statue or case law des not prohibit releases for ordinary negligence, this release is also for such negligence on the part of PNW COAST GUIDE SERVICE, its agents, and employees.

I agree that this RELEASE shall be governed for all purposes by Washington State law, without regard to any conflict or law principles. This RELEASE supersedes any and all previous oral or written promises or other agreements.

In the event that any damage to equipment or facilities occurs as a result of my or my family’s or my agent’s willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any such actions of neglect or recklessness.

THIS WAIVER AND RELEASE OF LIABILITY SHALL REMAIN IN EFFECT FOR THE DURATION OF MY PARTICIPATION IN THE ACTIVITY, DURING THIS INITIAL AND ALL SUBSEQUENT EVENTS OF PARTICIPATION.

THIS AGREEMENT was entered into without duress or coercion and is to be interpreted as an agreement between two parties of equal bargaining strength. Both participant _____ and PNW COAST GUIDE SERVICE agree that this agreement is clear and unambiguous as to its terms, and that not other evidence shall be used or admitted altering or explain the terms of this agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provisions contained within this RELEASE OF LIABILITY shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

In the event of an emergency, please contact the following person(s) in the order presented:

Emergency Contact

Relationship

Telephone

PNW Coast Guide Service

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I FURTHER GRANT TO PNW Coast Guide Service the irrevocable and unrestricted right and permission to copyright and use photographic portraits or pictures of me or in which I may be included, in whole or in part, without restriction as to changes or alterations, in conjunction with my own or a fictitious name, or reproductions thereof in any medium and in any and all media now or hereafter known for illustration, promotion, art, editorial, advertising, trade, publishing, or any other purpose whatsoever. I also consent to the use of any printed matter in connection therewith. This release shall be binding upon me and my heirs, legal representatives, and assigns.

I, THE UNDERSIGNED PARTICIPANT, AFFIRM THAT I AM OF THE AGE OF EIGHTEEN (18) YEARS OR OLDER, AND THAT I AM FREELY SIGNING THIS AGREEMENT. I CERTIFY THAT I HAVE READ THIS AGREEMENT, THAT I FULLY UNDERSTAND ITS CONTENT AND THAT THIS RELEASE CANNOT BE MODIFIED ORALLY. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND THAT I AM SIGNING IT OF MY OWN FREE WILL.

Participant's Name: _____

Participant's Address: _____

Signature: _____

Date: _____

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF PARTICIPATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/ her release as provided above of all the Releasees, and for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these events and activities and/or the use of related real and personal property as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE.

Name of Parent/Guardian: _____ **Date Signed:** _____

Parent/Guardian Signature: _____ **Emergency Phone No:** _____

Completed Waiver/Release forms will be kept on file for at least 7 years and indefinitely in the event of a significant injury to a particular participant.