WAIVER, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

WAIVER, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT PLEASE READ CAREFULLY

WARNING: BY SIGNING THIS AGREEMENT YOU GIVE UP THE RIGHT TO SUE FOR ANY INJURY OR DAMAGES HOWSOEVER CAUSED.

Modern Day Outfitters LLC, (hereinafter referred to as, “The Outfitter”) and employees, representatives, officers and agents (hereinafter referred to collectively as “The Outfitter Employee’s”).

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereby sign this agreement on behalf of myself, my personal representatives, heirs and assigns.

I agree as a precondition to my participation in a fishing/hunting activity organized by “The Outfitter” and conducted by “The Outfitter” and or “The Outfitter” Employees, and in further consideration of “The Outfitter” allowing me to do so, to be strictly bound by the terms of this Waiver, Assumption of risk and indemnity Agreement (hereinafter referred to as “This Agreement.”)

I acknowledge that Fishing/hunting activities involve INHERENT RISKS that may cause SERIOUS INJURY AND POSSIBLE DEATH TO PARTICIPANTS. I further recognize that hunting activities involve ADDITIONAL RISKS AND DANGERS.

I fully understand the risk and dangers associated with my participation in this Fishing/hunting activity and ACCEPT SAME ENTIRELY AT MY OWN RISK.

I hereby WAIVE ANY AND ALL CLAIMS which I may have against “The Outfitter” and “The Outfitter” Employees and RELEASE “The Outfitter” AND EMPLOYEES from ALL LIABILITY for injury, death, property damage or any other loss sustained to me a result of my participation in this Fishing/hunting activity, DUE TO ANY CAUSE WHATSOEVER including without limitation, negligence on the part of “The Outfitter” or “The Outfitter” Employees. I further AGREE TO INDEMNIFY “The Outfitter” and “The Outfitter” Employees for any and all legal fees (on a solicitor and his own client basis) or costs which may be incurred in defending any lawsuit or claim I bring against them.

I appreciate that This Agreement applies whether “The Outfitter” is at fault or not and it limits the liability of “The Outfitter” Employees to the same extent as it limits the liability of “The Outfitter” even though “The Outfitter” Employees are not formal parties to This Agreement. I understand that “The Outfitter” in securing execution of This agreement by myself, is acting as agent or trustee on behalf of or for the benefit of “The Outfitter” Employees, who shall to this extent be or deemed to be parties to This Agreement.

I HAVE READ AND UNDERSTAND THIS AGREEMENT. I UNDERSTAND THAT THIS DOCUMENT CONTAINS A PROMISE NOT TO SUE “The Outfitter” OR “The Outfitter” EMPLOYEES AND A RELEASE AND INDEMNITY FOR ALL CLAIMS.

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