

Brookwater Outdoors. LLC
WAIVER AND RELEASE AGREEMENT

Please read carefully before signing.

This is a release of liability and waiver of certain legal rights.

In consideration for my being permitted to participate in the activities of **Brookwater Outdoors LLC** I agree to the following Waiver of Release:

I acknowledge that outdoor activities have inherent risks, hazards, and dangers for anyone that cannot be eliminated, particularly in a wilderness environment. I UNDERSTAND THAT THESE RISKS, HAZARDS, AND DANGERS INCLUDE WITHOUT LIMITATION:

1. Water hazards in boating and wading in the rivers including drowning;
2. Hiking in rugged country;
3. Injuries from equipment and other participants;
4. Encounters of wildlife, animals, and insects;
5. Temperature extremes;
6. Inclement weather conditions and unavailability of immediate medical attention.

I understand the risks, hazards, and dangers of outdoor activities and have had the opportunity to discuss them with **Brookwater Outdoors LLC**. I understand that these activities may require good physical conditioning and a degree of skill and knowledge. I believe I have that good physical conditioning and the degree of skill and knowledge necessary for me to engage in these activities safely. I understand that I have responsibilities. My participation in this activity is purely voluntary. No one is forcing me to participate and I elect to participate in spite of the risks. I AM VOLUNTARILY USING THE SERVICES OF **Brookwater Outdoors LLC** WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS, OR DEATH.

Lastly, I, for myself, my heirs, successors, executors, and subrogees, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS **Brookwater Outdoors LLC** their members, managers, directors, officers, agents, employees, and volunteers from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorney's 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 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 **Brookwater Outdoors LLC** or from some other cause. I, for myself, my heirs, my successors, executors, and subrogees, further agree not to sue **Brookwater Outdoors LLC** as a result of any injury, paralysis, or death suffered in connection with my use and participation in the activities of **Brookwater Outdoors LLC**.

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE AGREEMENT.

Date

Signature

Print Name

Mailing Address, City, State, Zip

Telephone Number

If under eighteen years of age, parent, guardian, or custodian must sign the following indemnification:

INDEMNIFICATION

In consideration for the above minor being permitted by _____ to participate in the activities of **Brookwater Outdoors LLC** which include, without limitation, the use of it's services, animals and equipment, I agree to the following waiver, release, and indemnification.

The undersigned parent, guardian, or custodian of the above minor, for himself/herself and on behalf of said minor, hereby joins in the foregoing Waiver and Release and hereby stipulates and agrees to save and hold harmless, indemnify, and forever defend **Brookwater Outdoors LLC** their members, managers, directors, officers, agents, employees, and volunteers from and against any claims, actions, demands, expenses, liabilities, (including reasonable attorney's fees), and NEGLIGENCE made or brought by said minor or by anyone on behalf of said minor, as a result of said minor's participation in the activities of **Brookwater Outdoors LLC** I, for myself and on behalf of said minor, further agree not to sue **Brookwater Outdoors LLC** as a result of any injury, paralysis or death that said minor suffers in connection with his/her participation in the activities of **Brookwater Outdoors LLC**.

Date

Signature of Parent, Guardian or
Custodian of Minor

Print Name of Minor

Date

Witness