

RELEASE, WAIVER, AND COVENANT NOT TO SUE

THIS IS A RELEASE OF LIABILITY, WAIVER OF LEGAL RIGHTS, AND A COVENANT NOT TO SUE. PLEASE READ CAREFULLY BEFORE SIGNING.

In consideration of the services provided by Campbell Outfitters, LLC, a Montana limited liability company which does business as “Hook em with Hank” and/or “Flathead Lake Monster Chargers”; (hereinafter “Campbell”), I hereby represent the following understandings, acknowledge and assume all risks as described below, and agree, on behalf of myself, my spouse, children, personal representative, heirs, estate, successors and assigns, to the following Release, Waiver, and Covenant Not to Sue (“Release”):

AFTER YOU HAVE CAREFULLY READ EACH PARAGRAPH, PLEASE INITIAL NEXT TO THAT PARAGAPH TO SHOW THAT YOU HAVE READ IT AND AGREE.

_____1. (Initial) I understand that being a passenger on a fishing boat and utilizing and operating fishing gear including downriggers entails inherent, unpredictable, and unavoidable risks. I understand that the activities may be very dangerous and could result in severe physical or emotional injury, including but not limited to paralysis, death, and/or property damage. I understand that these risks simply cannot be eliminated and are a necessary incident of riding on a fishing boat and utilizing and operating fishing gear.

_____2. (Initial) I understand that accidents and/or illness can occur due to being a passenger on a fishing boat and utilizing and operating fishing gear and may be aggravated by exposure to temperature extremes or inclement weather.

_____3. (Initial) I acknowledge that Campbell’s fishing guides have difficult jobs to perform. They seek safety, but they are not infallible. They may misjudge the conditions that affect the safety of operations and travel. In addition, despite diligent safety inspections and timely maintenance, equipment failure is possible and represents potentially unpredictable, unavoidable, and dangerous risks.

_____4. (Initial) I represent that I am fully capable of being a passenger on a fishing boat and can operate and utilize fishing gear, including downriggers. I represent that I am in excellent health and have no physical or emotional conditions that might interfere with me safely handling such activities. I am willing to assume and bear the costs of all such risks that may be created, directly or indirectly, by any such condition.

_____5. (Initial) I understand and agree that any bodily injury, death, or loss of personal property and expenses as a result of my negligence in an activity is my responsibility. I knowingly, willingly, and voluntarily release, waive, discharge, and covenant not to sue Campbell, or any of its directors, officers, agents, employees, or volunteers for any such injury, death, or property damage occasioned by such negligence.

_____6. (Initial) I understand and agree that any bodily injury, death, or loss of personal property and expenses as a result of Campbell’s or any of its directors, officers, agents, employees, or volunteers’ ordinary negligence in any activity is my responsibility. I knowingly, willingly, and voluntarily release, waive, discharge, and covenant not to sue Campbell, or any of its directors, agents, employees, or volunteers for any such injury, death, or property damage occasioned by such negligence.

_____7. (Initial) I hereby agree to indemnify and save and hold harmless Campbell and any of its directors, officers, agents, employees, and volunteers from any claims, actions, demands, expenses, and liabilities (including reasonable attorney’s fees) that they might incur in defending a lawsuit challenging the validity of this Release. This Indemnification clause is applicable whether the injury is caused by my

negligence or the ordinary negligence of Campbell.

_____8. (Initial) I hereby assume full responsibility for the risk of bodily injury, death or property damage due to the ordinary negligence of Campbell or any of its directors, officers, agents, employees, or volunteers while being a passenger on a fishing boat and utilizing and operating fishing gear provided by Campbell.

_____9. (Initial) I represent that I have adequate health and liability insurance coverage for any injury or damage I may cause or suffer while riding on a fishing boat and utilizing and operating fishing gear provided by Campbell, or else I agree to bear the costs of such injury or damage myself.

_____10. (Initial) Even with such an understanding and appreciation of the risks outlined in this Release, I voluntarily elect to be a passenger on a fishing boat and utilize and operate fishing gear provided by Campbell.

_____11. (Initial) I have read and voluntarily signed the Release and agree that no oral representations, statements, or inducements of any kind apart from the foregoing written Release have been made.

_____12. (Initial) I agree that if any portion of this Release is held illegal, invalid, or unenforceable, that portion shall be fully severable and the remainder of this Release shall remain in full force and effect and will not be affected by the severed provisions(s). The portion(s) deemed illegal, invalid, or unenforceable shall be automatically replaced with a legal, valid and enforceable provision that is as similar to the illegal or unenforceable provision as possible.

_____13. (Initial) I agree that the laws of the State of Montana will govern this Agreement (including Section 23-2-822 which is set forth below) and that any disputes between the parties will be brought in the courts of the State of Montana, County of Flathead.

BY SIGNING THIS DOCUMENT YOU MAY BE WAIVING YOUR LEGAL RIGHT TO A JURY TRIAL TO HOLD CAMPBELL LEGALLY RESPONSIBLE FOR ANY INJURIES OR DAMAGES RESULTING FROM RISKS INHERENT IN THE RECREATIONAL OPPORTUNITY OR FOR ANY INJURIES OR DAMAGES YOU MAY SUFFER DUE TO THE PROVIDER'S ORDINARY NEGLIGENCE THAT ARE THE RESULT OF THE PROVIDER'S FAILURE TO EXERCISE REASONABLE CARE.

I HAVE CAREFULLY READ THIS RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY, WAIVER OF LEGAL RIGHTS, AND A COVENANT NOT TO SUE. I HAVE SIGNED IT OF MY OWN FREE WILL.

Name of Participant (Print): _____ Age: ____ Date of Birth: ____ / ____ / ____

Name of Participant (Signature): _____ Date: ____ / ____ / ____

Contact Information: (Phone): _____

Address: _____

PARENTAL CONSENT

In consideration of the named minor being permitted to participate as a passenger on a fishing boat and to utilize and operate fishing gear provided by Campbell, I agree to the following Release, Waiver, Covenant Not to Sue and Indemnification Agreement:

AFTER YOU HAVE CAREFULLY READ EACH PARAGRAPH, PLEASE INITIAL NEXT TO THAT PARAGRAPH TO SHOW THAT YOU HAVE READ IT AND AGREE.

_____ (Initial) The undersigned parent, guardian, or custodian of the named minor, for himself or herself and on behalf of said minor, hereby joins in the foregoing Release, Waiver, and Covenant Not to Sue and hereby stipulates and agrees to save and hold harmless, indemnify, and forever defend Campbell and any of its directors, officers, agents, employees, and volunteers from and against any claims, actions, demands, expenses, and liabilities (including reasonable attorney's fees) resulting from the minor's participation in the activity.

_____ (Initial) I understand and agree that any bodily injury, death, or loss of personal property and expenses as a result of the minor's negligence in an activity is my responsibility. For myself and on behalf of the named minor, I knowingly, willingly, and voluntarily release, waive, discharge, and covenant not to sue Campbell, or any of its directors, officers, agents, employees, or volunteers for any such injury, death, or property damage occasioned by such negligence.

_____ (Initial) Furthermore, I, for myself and on behalf of said minor, agree not to sue Campbell as a result of any injury or death the minor suffers in connection with the fishing tours provided by Campbell.

Name of Minor	Age	Name of Minor	Age

Date: _____

PRINT NAME: _____

Parent, Guardian, or Custodian of Minor

SIGNATURE: (Parent, Guardian, or Custodian of Minor)