TAILWATERS TRAVEL WAIVER, RELEASE OF LIABILITY and ASSUMPTION OF RISKS READ CAREFULLY

In consideration of being allowed to Participate in one or more Activities, I, the Participant, acknowledge and agree as follows:

- 1. I understand and have been fully informed about the Risk of Injury arising from my Participation in Activities which will occur on the Trip, including the risk of significant injury such as cuts, bruises, broken bones, paralysis, and even death. I also understand that the Risk of Injury from my Participation in any Activity MAY RESULT NOT ONLY FROM MY OWN ACTIONS AND ERRORS, BUT ALSO FROM THE ACTIONS OR NEGLIGENCE OF TAILWATERS TRAVEL AND/OR OTHER PARTICIPANTS.
- 2. I agree that prior to my Participation in any Activity, I will inspect the premises, equipment and areas being used. I also agree to comply with all laws, rules, regulations, signs and guidelines regulating Participation in Activities, and I will encourage others to do the same. If I observe any condition which might be dangerous, in need or repair or maintenance, any unusual circumstance or behavior whether before or during my Participation, I will not only remove myself from Participation, I will immediately notify the Guide and Tailwaters Travel of the same.
- 3. ASSUMPTION OF THE RISK, INCLUDING NEGLIGENCE: KNOWING AND BEING INFORMED OF THE ABOVE, I FREELY ASSUME ALL RISKS ASSOCIATED WITH MY PARTICIPATION IN ANY ACTIVITY, EVEN IF CAUSED, IN WHOLE OR IN PART, BY ANY ACT, ERROR, OMISSION OR NEGLIGENCE OF TAILWATERS TRAVEL. I ASSUME ANY AND ALL RISKS OF BODILY INJURY TO MYSELF OR CAUSED BY ME, WHETHER THE SAME SHALL ARISE BY MY NEGLIGENCE OR THE NEGLIGENCE OF OTHERS, INCLUDING TAILWATERS TRAVEL.
- 4. **RELEASE OF LIABILITY/INDEMNITY:** I HEREBY RELEASE and DISCHARGE TAILWATERS TRAVEL FROM ALL LIABILITY ARISING OUT OF MY PARTICIPATION IN ANY ACTIVITY, and HEREBY INDEMNIFY and HOLD HARMLESS TAILWATERS TRAVEL WITH RESPECT TO ANY AND ALL INJURIES, DISABILITY, DEATH, DAMAGE, and LOSS OF WHATEVER NATURE OR KIND ARISING OUT OF MY PARTICIPATION IN ANY ACTIVITY.
- 5. MY INSURANCE or NONE: I agree that I will either: (1) OBTAIN MY OWN INSURANCE TO COVER ANY INJURY OR DAMAGE WHICH I MIGHT SUFFER OR CAUSE, or (2) I agree and understand that I am NOT COVERED BY INSURANCE AT ALL AND ASSUME THE RISK OF NOT HAVING INSURANCE. IN EITHER CASE, I WILL NOT SEEK TO HOLD TAILWATERS TRAVEL (or its insurers) RESPONSIBLE OR LIABLE FOR ANY INJURY OR DAMAGE WHICH I SUFFER OR CAUSE. TAILWATERS TRAVEL and I WAIVE OUR RIGHT TO A JURY TRIAL AND WILL LET A JUDGE DECIDE ALL ISSUES RELATING TO THIS AGREEMENT, OR ANY INJURY OR DAMAGE ARISING FROM MY PARTICIPATION.

| I HAVE READ THIS WAIVER, RELEASE OF LIABILITY and ASSUMPTION OF RISK |
|---|
| AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND AGREE TO THE SAME. I HAVE |
| ALSO READ AND UNDERSTAND and AGREE TO THE ADDITIONAL TERMS, CONDITIONS |
| and DEFINITIONS ON THE BACK OF THIS AGREEMENT. YOU ACCEPT THE TERMS OF |
| THIS AGREEMENT BY: (1) signing below, (2) paying for your Trip, or (3) Participating in the |
| Trip. |
| |

| X | | Date: | |
|---|-------------------------|-------|--|
| | Participant's Signature | | |

BACK SIDE OF WAIVER, RELEASE OF LIABILITY and ASSUMPTION OF RISKS

When used herein,

"Tailwaters Travel" means and refers to Ace Brown Dog, LP doing business as 'Tailwaters Travel' and all of its partners (general and limited), officers, managers, employees, staff, independent contractors, subcontractors, sponsors, vendors, suppliers, Guides, agents and representatives, as well as their insurers, members and all of their successors and assigns. "Guide" means and refers to the independent contractors in the Trip areas who provide assistance, guidance, and directions relating to your Participation in Activities or in relation to the Trip.

"Trip" shall mean and refer to all aspects and locations involved in the travel package on which you are going, from the start of the trip until you return home, including but not limited air travel, taxi rides, hotels, lodges, accommodations of all types, the hunting areas, travel to and from hunting areas, meal areas, restaurants and all other places and areas and events in which you Participate.

"Participate" or "Participation" shall mean and refer to any and all types of participation in any Activity including but not limited to participation as a hunter, observer, guide, client, spectator, visitor or are otherwise involved in the Trip.

"I," "you," or "Participant" shall mean and refer to you, the person receiving this Waiver, Release of Liability and Assumption of the Risk, and also refers to, and is binding upon Participant's parents, guardians, heirs, executors, guests, spouse, next of kin, and all members of your family.

"Activity" or "Activities" shall means and refer to any act or event occurring in relation to the Trip, including but not limited to hunting, fishing, target practice, hiking, biking, exploring, games, events, tournaments, practice, programs, sessions, meetings, gatherings, consultations, and other events which occur on the Trip.

"Risk of Injury" shall mean and refer to all possibilities of injury (from minor to fatal) which may result or arise from Participation in any Activity or while on the Trip. Without limiting the foregoing, such risks include being hit or struck by bullets, arrows, branches, hooks, rods, reels, fish, or other flying objects; straining, tearing or bruising muscles, tendons, joints and other body parts; breaking bones; aggravating prior or existing conditions; slipping, tripping or falling which may be caused by any number of conditions; injury caused by contact with other participants, or personal weakness or infirmity; injury, loss of limbs or extremities, or irritation from bites, stings, and other undesired contact with animals (domestic and wild), insects, vermin, fish, and birds; injury or sickness caused by plant life or animal contact; injury from malfunctioning guns and other weapons used in the Activities; and the possibility of stroke, heart attack, heat stroke, dehydration and other physical and mental conditions which may arise or result from, or be aggravated by Participation.