
HUCK'S GUIDE SERVICE

PLEASE READ THIS CAREFULLY BEFORE SIGNING

THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. YOU MUST READ AND UNDERSTAND IT BEFORE SIGNING. IF YOU HAVE ANY QUESTIONS REGARDING RISKS INHERENT IN THIS ACTIVITY, OR IF YOU DO NOT THOROUGHLY UNDERSTAND THE FOLLOWING MATERIAL, OR IF YOU DO NOT FEEL YOU HAVE HAD TIME TO READ IT, PLEASE INFORM YOUR GUIDE.

If you would prefer not to sign this release, or would like to negotiate any of its terms, please notify your guide.

Participant's Full Name: _____

I, the above-named person being above age 18, or the legal guardian of the above-named person who is under 18, in consideration of the services of HUCK'S GUIDE SERVICE, I hereby enter this agreement with Huck's Guide Service, its owners, partners, employees, contractors, agents, and representatives (collectively referred to in this Agreement as "HUCK'S"), and **release and discharge HUCK'S, on behalf of myself, my heirs/devisees, assigns, personal representative(s) and estate as follows:**

1. ACKNOWLEDGMENT AND ASSUMPTION OF RISK

I understand and acknowledge that the activity I am about to engage in bears certain known or unanticipated risks which **could result in injury, death, illness or disease, physical, monetary, or mental damage** to myself, to my property, or to third parties. I understand and acknowledge that HUCK'S cannot foresee and control all of these risks, and that these risks may result in personal claims against HUCK'S or claims against me by third parties. I further understand that those risks may result in the early cancelation or termination of the activity, or my delayed return from the activity. Among those risks are the following:

- a. Drowning while engaged in boating, fishing and wading
- b. Injuries received from mechanical and moving boat parts
- c. Injuries received from fishing equipment
- d. Injuries received from others, including my guide, using fishing equipment
- e. Injuries received from encounters with wildlife and/or insects
- f. Injuries received from exposure to the sun, lighting, wind, weather, and elements
- g. The absence of rapid medical attention/emergency response

I understand that the above list is not exhaustive, and that other risks may also result in serious injury, death, damage to myself, to my property, or to third parties. Notwithstanding these risks, I have chosen to participate in this activity; no one is forcing me to participate, and I elect to participate in spite of risks **I voluntarily assume and accept any and all risks of injury, whether or not those risks are listed herein.**

2. RELEASE AND WAIVER; INDEMNIFICATION

I hereby voluntarily release and forever discharge HUCK'S from any and all liability, claims, demands, actions or rights of action, for NEGLIGENCE which are related to, arise out of, or are in any way connected with my participation in this activity. This release only covers the negligent acts of HUCK'S, including those of its owners, agents, employees, and representatives; this release does not cover intentional misconduct. **I further agree to hold harmless and indemnify HUCK'S from all defense costs, including attorney' fees, incurred in connection with claims for bodily**

injury or property damage which I may negligently or intentionally cause to other participants or to third parties in the course of my participation in this event or activity.

IN SIGNING THIS DOCUMENT, I FULLY RECOGNIZE THAT IF ANYONE (INCLUDING MYSELF) IS HURT OR PROPERTY IS DAMAGED WHILE I AM ENGAGED IN THIS EVENT DUE TO HUCK’S NEGLIGENCE, I WILL HAVE NO RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST HUCK’S.

3. COMPLIANCE WITH TERMS OF PARTICIPATION

I willingly agree to comply with terms and conditions for participation. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest guide immediately.

4. PHYSICAL CONDITION AND INSURANCE.

I hereby declare that I am in sufficient physical condition and health to engage in HUCK’s fishing activity. I understand and acknowledge that no major medical insurance benefits will be provided to me during this event. I certify that I have sufficient health, accident and liability insurance to cover any bodily injury or property damage that I may incur while participating in this event and to cover bodily injury or property damage caused to a third party as a result of my participation in this event. If I have no insurance, I certify that I am capable of personally paying for any and all such expenses or liability.

5. DISPUTES

This Agreement shall be governed by and interpreted in accordance with the internal laws of the State of Oregon. I hereby submit to the exclusive jurisdiction of the courts of the State of Oregon with respect to any matter or dispute relating to HUCK’S, and venue for any such disputes shall be in Tillamook County, Oregon. If any phrase or clause in this Agreement is deemed to be unenforceable, the remaining language shall nonetheless remain in full force and effect. In the event of any dispute between HUCK’S and me or my representatives arising out of this Agreement, or in any other way relating to my involvement in the services provided by HUCK’S, the prevailing party shall be paid by the other party its reasonable costs and expenses (including attorney fees and other expert fees) incurred in the dispute, including such costs and expenses on appeal.

I HAVE READ THIS PARTICIPANT’S AGREEMENT IN ITS ENTIRETY, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

X _____
Participant’s Signature Age Date

FOR PARENT/GUARDIANS OF PARTICIPANT OF MINOR AGE (UNDER AGE 18 AT TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, consent and agree to his/her release and waiver as provided above, and for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless HUCK’S from any and all liability relating to my minor child’s involvement of participation in these programs as provided above,

X _____
Parent/Guardian Signature Date Emergency Phone Number(s)