

## PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Henderson Springs, LLC, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as HS,LLC), I hereby agree to release, indemnify, and discharge HS,LLC, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

I acknowledge that fly fishing entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: injury from hooks, slipping or falling anywhere including into water, falling rocks & trees, slippery decks or bridges, any possible household accidents, inadvertent food contamination, possible animal attack.

Furthermore, HS,LLC employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

1. I expressly agree and promise to accept and assume all risks in any HS,LLC activity. My participation in any HS,LLC activity is purely voluntary, and I elect to participate in spite of the risks.
2. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless HS, LLC from any and all claims, demands, or causes of action, which are in any way connected with my participation in any activity or my use of HS,LLC equipment or facilities, including any such claims which allege negligent acts or omissions of HS,LLC.
3. Should HS,LLC or anyone acting on their behalf, be required to incur attorney's fees and cost to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
4. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
5. In the event that I file a lawsuit against HS,LLC, I agree to do so solely in the state of CA and I further agree that the substantive law of CA shall apply in the action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.
6. This document will be effect any time that I am on Henderson Springs Ranch property..

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in any activity or while I am on HS,LLC property, I may be found by a court of law to have waived my right to maintain a lawsuit against HS,LLC on the basis of any claim from which I have released herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature of Participant: \_\_\_\_\_ Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Date: \_\_\_\_\_

### PARENTS OR GUARDIANS ADDITIONAL INDEMNIFICATION

(Must be completed for participants under the age of 18)

In consideration of \_\_\_\_\_ (print minors name)

("Minor") being permitted by HS,LLC to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless HS,LLC from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

Date: \_\_\_\_\_