

## SANDGATE OUTDOORS

### HUNTING/FISHING RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Please read carefully and be sure you understand the implications of signing. By signing this Waiver and Release of Liability (Agreement), I waive and release Sandgate Outdoors, its agents, servants, employees, insurers, successors and assigns from any and all claims, demands, causes of action, damages or suits at law and equity of any kind, including but not limited to claims for personal injury, property damage, medical expenses, loss of services, on account of or in any way related to or growing out of my presence or involvement at the facility.

This waiver and release is intended to and does release Sandgate Outdoors from any and all liability for damages or injuries on account of or in any way related to or growing out of my negligence, the negligence of third parties and Sandgate Outdoors's negligence. This is not intended to release Sandgate Outdoors from any liability resulting from their intentional conduct.

I further covenant and agree not to institute any claims or legal action against Sandgate Outdoors for any claim released by this Agreement. I further agree that should any claim be made against Sandgate Outdoors in contravention of this Agreement, including but not limited to derivative claims, I will protect, defend and completely indemnify (reimburse) Sandgate Outdoors for any such claim and expenses including attorney's fees and costs incurred by Sandgate Outdoors in defending themselves or security indemnity hereunder.

The hazards and risks of hunting/fishing, travel and equipment activities include, but are not limited to:

1. Risk of injury from the activity and weapons used in hunting/fishing is significant including the potential for permanent disability or death.
2. Possible equipment failure and/or malfunction of Sandgate Outdoors equipment which may have been rented, borrowed, or personally owned.
3. Discharge of weapons, whether accidental, intentional, or caused by malfunction of the same.
4. Hunting/Fishing from a vessel and/or from other fishing sites could include, but are not limited to hazards such as collision, capsizing, sinking, and other hazards that may result in wetness, and physical injury
5. Cold weather and heat related injuries and illness including, but not limited to: frost nip, frostbite, hypothermia, heat exhaustion, heat stroke, sunburn, and dehydration.
6. Exposure to outdoor elements including, but not limited to: avalanche, rock fall, inclement weather, thunder and lightning, severe and/or varied wind, as well as, all other weather conditions.
7. Attacks by or encounter with insects, reptiles, and/or other wild animals.

8. Accidents and/or illness occurring in remote places where there are not available medical facilities.
9. Fatigue, chill, and/or dizziness, which may diminish my reaction time and increase the risk of accident.
10. My sense of balance, physical coordination, and ability to follow instructions.

I understand that Sandgate Outdoors is not responsible for any lost, stolen, or damaged valuables or property.

I, \_\_\_\_\_ do hereby affirm and acknowledge that I have been fully informed of the inherent risks associated with hunting/fishing activities, the inherent hazards and risk associated with transportation of the equipment related to the activities and the inherent hazards and risk associated with my travel to and from the activity site(s).

I have read the Agreement and understand that by signing the Agreement I have consented to be bound by its terms, including the waiver/release of any legal right I may have to sue Sandgate Outdoors for any costs they incur because a claim or legal action is brought in violation of this Agreement. I agree any violation of the Agreement and its terms and conditions, as determined by Sandgate Outdoors, will void and terminate this Agreement and may result in loss of the ability to use the facility.

I am signing this Agreement freely, voluntarily and competently and am at least eighteen (18) years of age.

Name (please print ) \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_