

ALLOUT ADVENTURES LLC

LIABILITY WAIVER (RELEASE) AND AGREEMENT TO ASSUME RISK

Please read this document carefully before signing. This is a release of liability and a waiver of certain legal rights.

In consideration for my being permitted to participate in the activities of AllOut Adventures, I agree to the following Waiver and Release:

I acknowledge that hunting and shooting has certain inherent risks, hazards, and dangers for anyone that cannot be eliminated, particularly when they occur in a wilderness environment. I understand that these risks, hazards, and dangers include, without limitation:

- Risk of injury from the activity and weapons used in hunting in significant, including the potential for permanent disability and death.
- Possible equipment failure and/or malfunction of my own or others' equipment which may have been rented, borrowed or personally owned.
- Discharge of weapons, whether accidental, or caused by a malfunction of the same.
- The risk of ear damage from noise.
- The risk of injury or death from ammunition and shot from other guns.
- Cold weather and heat related injuries and illness including but not limited to frostnip, frostbite, heat exhaustion, heat stroke, sunburn, hypothermia, and dehydration.
- Walking in rugged country, including encounters with wildlife, animals and insects.
- Exposure to outdoor elements, including but not limited to avalanche, rock fall, inclement weather, thunder and lightning, severe and/or varied wind, temperatures and all weather conditions.
- The risk of falling while hunting in stands above ground level.
- The risk of injury while riding on or being transported to a hunting location by a vehicle or an ATV.
- Accidents or illness occurring in remote places where there are no available medical facilities.

I understand that AllOut Adventures recommends the use of eye and ear protection, including the use of earplugs and protective eyeglasses. If I choose not to wear such devices, I am doing so at my own choice. For protection while stand hunting, AllOut Adventures recommends the use of a safety belt.

I understand the risks, hazards, and dangers as described above and have had the opportunity to discuss this with AllOut Adventures. I understand that these activities require good physical conditioning and degree of skill and knowledge necessary for me to engage in these activities safely. I am capable of such activity and I understand that I have responsibilities. My participation in this activity is purely voluntary. No one is forcing me to participate and I elect to participate in spite of the known risks. I AM VOLUNTARILY USING THE SERVICES OF ALLOUT ADVENTURES WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS, OR DEATH.

Additionally, I, for myself, my heirs, successors, executors, and subrogates, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS ALLOUT ADVENTURES, its owners, officers, agents, employees, volunteers, landowners and leaseholders from and against any and all claims, actions, liabilities, suits, expenses (including reasonable attorneys' fees) which may be related or arise out of, or in any way connected with my participation in this activity including, but not limited to NEGLIGENCE of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death resulting from negligence of AllOut Adventures, or from any other cause. I, for myself, my heirs, successors, executors, and subrogates, further agree not to sue AllOut Adventures and/or Jason Riley, and landowners of property leased or utilized by AllOut Adventures and/or Jason Riley as a result of any injury, paralysis, or death suffered in connection with my participation in activities of AllOut Adventures.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTANDING ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE. I INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE NOTWITHSTANDING SHALL CONTINUE IN FULL FORCE AND EFFECT.

Signature of Participant

Date

Name of Participant

Minor Child Participants

For participation of children of minority age: This is to certify that I, as a Parent, Guardian, or Temporary Guardian with legal responsibility for this minor participant, do consent and agree to incorporate all agreements stated above on behalf of the minor child. I also agree to release and indemnify AllOut Adventures, its owners, officers, agents, employees, volunteers, landowners, and leaseholders from any and all liabilities incident to the minor child's involvement in these activities for myself, the minor child, my heirs, assigns, and next of kin, and those of the minor child.

Signature of Parent or Adult Legal Guardian

Signature of Minor Child

Name of Parent or Adult Legal Guardian

Name of Minor Child

Date

Date