

T.E.A.C.H. Outdoors, Inc. NFP

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

I, _____, do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with fishing/hunting/outdoor activities, equipment related to the activities along with receiving safety information regarding the activity(ies) in which I am about to engage. Inherent hazards and risks include, but are not limited to:

Risk of injury from the activity, equipment used and weapons used in a hunting/fishing/outdoor activities are significant including the potential for permanent disability and/or death.

Possible equipment failure and/or malfunction of my own or others equipment of any type or kind which may have been rented, borrowed or personally owned equipment of any type or kind.

My own negligence and/or the negligence of others, including members, volunteers, independent contractors or representatives of T.E.A.C.H. Outdoors, Inc. NFP including but not limited to operator error.

Discharge of weapons, whether accidental, intentional or caused by malfunction of the same.

Hazards related to fishing from a vessel and/or from other fishing sites which include but are not limited to collision, capsizing, sinking, slipping, falling, tripping, or other hazards that may result in wetness, stranded, injury, exposure to elements, hypothermia, impact of the body upon the water, injection of water into body orifices, marine life forms and/or drowning.

Cold weather and heat related injuries and illness including but not limited to frostbite, frostnip, heat exhaustion, sunburn, stroke, hypothermia and dehydration.

Exposure to outdoor elements, including but limited to avalanche, rock fall, inclement weather, thunder, lightning, tornado, and microbursts.

Attack by or encounter with insects, reptiles, birds, and/or animals.

Accidents or illness occurring in remote places where there are no available medical facilities.

Fatigue, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.

My sense of balance, physical coordination and ability to follow instructions.

I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness or death.

T.E.A.C.H. Outdoors, Inc. NFP

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of being permitted to participate in any way in fishing/hunting/outdoor related activities, I hereby agree and acknowledge as follows:

I hereby indemnify, release and hold harmless with respect to any and all injury, disability, death, or loss or damage to person or property, whether caused by negligence or otherwise the following named entities or persons, herein after referred to as Releasees : T.E.A.C.H. Outdoors, Inc. NFP

I hereby indemnify, release and hold harmless the Releasees, its officers, directors, representatives, agents, volunteers, members, along with the equipment and weapons of any type and kind and vessels used from liability and responsibility whatsoever for any claims or causes of action that I, my heirs, survivors, estate, executors, or assigns may have for personal injury, property damage or wrongful death arising from the above activities whether caused by active or passive negligence of the Releasees or otherwise.

By executing this document, I agree to hold the Releasees harmless and indemnify them and each of them, in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of engaging in the above activities.

In addition, by entering into this Agreement, I am not relying on any oral or written representation or statements made by Releasees, other than what is set forth in this Agreement. This release shall be binding to the fullest extent permitted by law. If any provision in this release is found to be unenforceable, the remaining terms as agreed to by participant under this release shall remain enforceable.

I have read this Release of Liability and Assumption of Risk Agreement which consists of two pages. The reverse side of this page contains the inherent risks and hazards which I have read and understand. I fully understand the terms and conditions of this Release of Liability, Waiver of Claims and Indemnity Agreement.

Date: _____, 20__

X _____

Signature of Adult Participant

Printed Name

Date: _____, 20__

Witness

For participant of a minority age: This is to certify that I, as Parent, Guardian, or Temporary Guardian with legal responsibility for this participant who is under the age of 18, do hereby consent and agree not only to his/her release of all Releasees, but also to release and indemnify the Releasees from any and all liabilities and/or claims that both he/she/they (participant of minority age) and or I may have related to his/her/their/my involvement in these programs..

Date: _____, 20__

X _____

Signature of Parent or Legal Guardian

Printed Name

Printed Name of Minor Participant and age

Date: _____, 20__

Witness