

WAIVER, RELEASE, INDEMNITY, AND LIMITATION OF LIABILITY AGREEMENT

Please read carefully before signing.

This is a release and limitation of liability and waiver of certain legal rights.

In consideration for my being permitted by Fish The Nush, LLC to stay at the Nushagak River Adventures Property and participate in the activities of fishing, boating and any other recreational activity ("Activities"), I agree to the following Waiver and Release:

A. I acknowledge that staying at the Nushagak River Adventures Property and/or participating in the Activities has inherent risks, hazards, and dangers for anyone that cannot be eliminated, particularly in a wilderness environment. I UNDERSTAND THAT THESE RISKS, HAZARDS, AND DANGERS INCLUDE WITHOUT LIMITATION: Walking or driving in rugged country, including encounters with wildlife, animals and insects; inclement weather; land conditions, including both natural and manmade; river conditions; boating; and fishing. I understand that these risks, hazards, and dangers can result in injury and even death.

B. I understand the risks, hazards, and dangers as described above and have had the opportunity to discuss them with a representative of Fish The Nush, LLC. I understand that to engage in these Activities safely requires good physical conditioning and a degree of skill and knowledge, which I possess. I AM VOLUNTARILY USING THE SERVICES OF FISH THE NUSH, LLC AND ITS EMPLOYEES AND/OR ASSOCIATES 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.

C. I, for myself, my heirs, successors, executors, and subrogees, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS Fish The Nush, LLC and its members, directors, officers, agents, employees, and volunteers ("Fish The Nush") from and against any and all present and future claims, actions, causes of action, liabilities, suits, expenses which are related to, arise out of, or are in any way connected with my participation in the Activities, and FURTHER AGREE that should I suffer any harm as a result of my acts or the negligence of Fish The Nush that Fish The Nush shall have NO LIABILITY and shall not be responsible for ANY DAMAGES resulting from such acts or negligence.

D. I, for myself, my heirs, my successors, executors and subrogees, knowingly and intentionally waive my right to file and promise not to file any legal proceedings against Fish The Nush for any personal injury, paralysis, death or property damage sustained by me or my minor children while participating in the Activities, including damage arising out of negligence by Fish The Nush; and I shall pay all costs and attorney's fees incurred by Fish The Nush from any legal proceedings which I may bring against Fish The Nush regardless of whether I am the prevailing party.

E. I provide full release to Fish The Nush and its marketing agencies, to use my photos and any photo others may take of me, in their marketing products, websites, and social media campaigns.

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN WAIVER, RELEASE, INDEMNITY, AND LIMITATION OF LIABILITY AGREEMENT.

Sign: _____ Address: _____

Print: _____

Date: _____