

PLEASE READ 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 in partnership with Deschutes Steelheader, CO. I agree to the following waiver and release:

I acknowledge that fishing/boating/hiking 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:

1. Water hazards in boating and wading in the rivers including drowning;
2. Hiking in rugged country;
3. Injuries from fishing equipment and other participants;
4. Encounters with wildlife, animals, and insects;
5. Temperature extremes;
6. Inclement weather conditions and unavailability of immediate medical attention in the wilderness in case of injury.

I understand the risks, hazards, and dangers of fishing and have had the opportunity to discuss them with my guide and outfitter. I understand that these activities may require good physical conditioning and a degree of skill and knowledge. I believe I have that good physical conditioning and the degree of skill and knowledge necessary for me to engage in these activities safely. 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 risks. I am voluntarily using the services of this outfitter/guide 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.

Lastly, I, for myself, my heirs, successors, executors, and subrogates, hereby knowingly and intentionally waive and release, indemnify and hold harmless my assigned guide and outfitting company, their directors, officers, agents, employees and volunteers from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorneys' fees) which are related to, arise out of, or are 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 indirectly or directly out of any damage, loss, injury, paralysis, or death to me or my property as a result of my engaging in these activities or the use of these services, animals, or equipment,

whether such damage, loss, injury paralysis, or death results from negligence of my chosen/assigned guide/outfitter, or from some other cause. I, for myself, my heirs, my successors, executors and subrogates, further agree not to sue any entity, business, employee, guide, volunteer or outfitter associated with my activity/trip. Injury, paralysis, or death suffered in connection with my use and participation in the activities of this outfitter/guide/company is solely my responsibility.

I have read carefully, clearly understand, and voluntarily sign this waiver and release agreement!

Client Signature

Date