

WAIVER & RELEASE OF LIABILITY AGREEMENT

ACKNOWLEDGEMENT & ACCEPTANCE OF RISK, HAZARDS, & DANGER

ARCHERY (BOW AND ARROW ATTACHED TO FISHING LINE AND REEL)

For the purpose of this agreement and all other related forms Hammer Down Bowfishing LLC refers to and includes all personnel involved either directly or indirectly in the conduct of bowfishing.

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY & WAIVER OF CERTAIN RIGHTS.

--In consideration for my being permitted to participate in the activities of HAMMER DOWN BOWFISHING LLC, --I agree to the following Waiver & Release of Liability.

--I acknowledge Bowfishing has certain risks, hazards & dangers to include but are not limited to:

The risk of handling a bow and arrow used for shooting fish and reeling them in. The risk of being near others handling a bow and arrow used for shooting fish and reeling them in. The risk of injury by projectiles released either by myself or other fishermen, women, or children participating in the activity.

The risk of a fall injury either in or out of the vessel while participating in the activity.

The risk of falling overboard with or without a PFD (PERSONAL FLOATATION DEVICE, LIFE JACKET) PFD's are on hand for issue upon request. Anyone under the age of 13 is required by law to wear a PFD while on the vessel. The risk of encountering inclement weather.

--I understand the risks, hazards, and dangers associated with Bowfishing and I have had the opportunity to discuss them with Hammer Down Bowfishing LLC. I agree that this document is sufficient warning of the risks, hazards, and dangers involved with bowfishing and that my participation is completely voluntary and at my own risk.

--While using the services of Hammer Down Bowfishing LLC I agree to:

-Conduct myself in a proper manner

-Display courtesy and consideration when dealing with Hammer Down Bowfishing LLC personnel and other bow fishers

-Comply with all State and Federal Laws and Regulations.

-NO FIREARMS PERMITTED ONBOARD.

-NO DRUGS OR ALCOHOL PERMITTED ONBOARD. IF YOU ARE VISIBLY UNDER THE INFLUENCE OF DRUGS OR ALCOHOL I RESERVE THE RIGHT TO REFUSE SERVICE WITHOUT A REFUND.

--I acknowledge and understand that no guarantees, expressed or implied, are made by Hammer Down Bowfishing LLC as a successful guide. (Fish being successfully landed in the boat)

--I understand that I am a guest and that if I am observed in violation of any laws or regulations I can be asked to leave the guided service with no refund of payments made.

--I AM VOLUNTARILY USING THE SERVICES OF Hammer Down Bowfishing LLC WITH FULL KNOWLEDGE OF THE RISKS, HAZARDS, AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ALL RISKS, HAZARDS, AND DANGERS AT MY OWN RISK.

--In consideration for the privilege to Bowfish with Hammer Down Bowfishing LLC, the undersigned agrees to release, hold harmless, and unconditionally indemnify & defend Hammer Down Bowfishing LLC against any & all liabilities, costs, expenses, claims, and damages which Hammer Down Bowfishing LLC may at any time suffer or sustain or become liable for by reason of any accidents, damages or other injuries, either to the person or property, or any other parties in any matter arising from the agreement or from the bowfishing operations performed here under including but not limited to any negligent act of Hammer Down Bowfishing LLC. Hammer Down Bowfishing LLC shall be indemnified for all costs required to enforce this agreement including court costs & reasonable legal fees.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND & VOLUNTARILY SIGN THIS WAIVER & RELEASE OF LIABILITY AGREEMENT.

Printed Name _____

Signature _____ Date _____

I ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND & VOLUNTARILY SIGN THIS WAIVER & RELEASE OF LIABILITY AGREEMENT AS IT APPLIES TO THE MINOR NAMED BELOW AND I SHALL SUPERVISE THE MINOR DURING THIS TRIP AND RELEASE HAMMER DOWN BOWFISHING LLC OF ALL LIABILITIES CONCERNING THE MINOR/S

Minor Printed Name _____

Printed name _____ Relationship to Minor _____

Signature _____ Date _____