

Uncle Scott's Outfitters LLC

WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT

Please read carefully before signing.

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

In consideration for my being permitted to participate in the activities of floating or operation of canoes, rafts, inner tubes, or any other floating devices or objects swimming, wading, or any other activities for which I am entering into a rental agreement with Uncle Scott's Outfitters, LLC

I agree to the following waiver and release:

I acknowledge that the activities described above have inherent risks, hazards, and dangers for any participant, including myself, and that these risks, hazards, and dangers can not be eliminated, particularly where such activities take place in an uncontrollable, natural and wilderness environment. I UNDERSTAND THAT THESE RISKX, HAZARDS, AND DANGERS INCLUDE, BUT NOT LIMITED TO:

The removal of mandatory provided PFD'S while on the water is dangerous and can result bodily injury or death. The risk of injury, serious injury, paralysis, or death, damage to property, damage to property from other persons, or damage to property from inclement weather conditions.

I understand the risks, hazards and dangers associated with the activities described above and I have had the opportunity to fully consider these risks, hazards, and dangers. I understand that the activities I am about to participate in may require good physical conditioning and a degree of skill and knowledge necessary for me to engage in these activities in a safe manner. I understand that I alone am responsible to possess the physical conditioning and the skill and knowledge necessary to safely engage in these activities. I clearly state that my participation in the activities described above is purely voluntary. I also state that no one is forcing me to engage in these activities and tha I alone have made the decision to participate in these activities with full knowledge and understanding of the risks and dangers associated with the activities.

I AM VOLUNTARILY USING THE SERVICES, EQUIPMENT, AND RESOURCES OF UNCLE SCOTT'S OUTFITTERS, LLC, WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS INVOLVED IN THE ACTIVITIES I HAVE CHOSEN TO PURSUE, AND I HERBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, SERIOUS INJURY, PARALYSIS, OR DEATH, OR DAMAGE TO PROPERTY, WHICH MAY OCCUR AS A RESULT OF MY PARTICIPATION IN THESE ACTIVITIES.

ALSO FOR MYSELF, MY HEIRS, SUCCESSORS, EXECUTORS, AND SUBROGEEES, I HEREBY KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS UNCLE SCOTT'S OUTFITTERS, LLC, ITS MEMBERS MANAGERS, OWNERS, AGENTS, EMPLOYEES AND VOLUNTEERS, FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, CAUSES OF ACTION, LIABILITIES, SUITS, EXPENSES (INCLUDING REASONABLE ATTORNEY FEES AND COURT COSTS) WHICH ARE RELATED TO, ARISE FROM OR OUT OF, OR ARE IN ANY WAY CONNECTED TO MY PARTICIPATION

IN THE ACTIVITIES DESCRIBED ABOVE, 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 to me or my property as a result of engaging in these activities or as a result of my use of services, equipment, or resources of Uncle Scott's Outfitters LLC, whether such damage, loss injury, paralysis, or death results from the negligent acts or omissions of Uncle Scott's Outfitters LLC, its members, managers, owners, agents, employees, or others acting on its behalf, or from some other cause. I, for myself, my heirs, successors, executors, and subrogees, further agree not to sue or institute any legal action or claim against Uncle Scott's Outfitters LLC, its members, managers, owners, agents, employees, or others acting on its behalf as a result of any injury, paralysis, or death suffered in connection with my use of the services, equipment or resources of Uncle Scott's Outfitters LLC, or in connection with my participation with the activities of Uncle Scott's Outfitters.

I further state and acknowledge that I am over the age of eighteen years, that I rely wholly upon my own judgment, without influence, by anyone in making this Waiver, Release and Indemnification Agreement, that no representatives, or statements made by the agents of Uncle Scott's Outfitters LLC, Except as otherwise expressly stated herein, have influenced me in granting signing and executing this Waiver, Release and Indemnification Agreement.

I HAVE CAREFULLY READ AND CLEARLY UNDERSTAND THIS WAIVER, RELEASE, AND INDEMNIFICATION AGREEMENT. I VOLUNTARILY SIGN THIS WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT.

Signature_____

Date_____

Print Name_____