

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS, AND INDEMNITY AGREEMENT

WARNING: THERE ARE SIGNIFICANT ELEMENTS OF RISK IN THE ADVENTURES HELL BENT FISHING CHARTERS, LLC D/B/A WILLOW CREEK TOURS PROVIDES ITS CLIENTS. THESE RISKS CANNOT BE ELIMINATED WITHOUT DESTROYING THE UNIQUE CHARACTER OF THE ACTIVITY WHICH INVOLVES TRAVEL THROUGH AN UNCONTROLLED WILDERNESS ENVIRONMENT. THESE RISKS INCLUDE DEATH, BODILY INJURY, AND PROPERTY DAMAGE. BY ENTERING INTO THIS AGREEMENT, YOU ARE WAIVING THE RIGHTS TO RECOVER ANY DAMAGES FROM HELL BENT FISHING CHARTERS, LLC D/B/A WILLOW CREEK TOURS, AND ITS EMPLOYEES AND CONTRACTORS FOR ANY DEATH, BODILY INJURY, OR PROPERTY DAMAGE YOU MAY EXPERIENCE ON THE ADVENTURE, INCLUDING ANY HARM THAT MAY BE CAUSED IN WHOLE OR IN PART BY NEGLIGENCE. **IN COMMON LANGUAGE, YOU ARE GIVING UP THE RIGHT TO SUE HBFC FOR DEATH, BODILY INJURY, OR PROPERTY DAMAGE.**

I release Hell Bent Fishing Charters, LLC., dba/ Willow Creek Tours, their officers, agents, employees, and stockholders, and all other persons or entities associated with those businesses (hereinafter "HBFC") from liability for any death, injury, or property damage I may suffer in connection with engaging HBFC and using its equipment. Additional terms of this Agreement are as follows:

1. By executing this Agreement, you acknowledge that HBFC strives to provide a valuable service by bringing clients on wilderness adventures. Many clients might never experience the wilderness environment that they can access with the tours and services provided by HBFC. While wilderness adventures are a valuable and positive service, there are risks inherent in the activity.
2. **BY EXECUTING THIS AGREEMENT, YOU ARE ACCEPTING PERSONAL RESPONSIBILITY FOR SOME SIGNIFICANT RISKS AND FOREVER DISCHARGING YOUR ABILITY TO CLAIM THAT HBFC IS RESPONSIBLE FOR ANY NEGATIVE CONSEQUENCES THAT FLOW FROM YOUR DECISION TO ENGAGE HBFC TO BRING YOU INTO AN UNCONTROLLED WILDERNESS ENVIRONMENT. BY EXECUTING THIS AGREEMENT, YOU ARE ALSO AGREEING TO HOLD HARMLESS AND INDEMNIFY HBFC FOR INJURIES THAT MAY HAPPEN TO OTHER PEOPLE THAT FLOW FROM YOUR PARTICIPATION IN AN HBFC ACTIVITY.** Accordingly, you should read this document carefully. And if you are not comfortable with the terms outlined or have questions, do not sign it. You do not have to hire HBFC to travel into a wilderness environment.
3. The risks you are exposed to on an HBFC adventure include:
 - i. Traveling on waterways where the flow of water may change;
 - ii. Injury caused by other HBFC guests.
 - iii. Collisions with other participants, any portion of the interior of the watercraft, other watercraft, man-made or natural objects, including overhanging, submerged and/or semi-submerged trees, branches, rocks, boulders, and ice;
 - iv. Encountering inclement weather and exposure to elements including cold, heat, wind, and related conditions which may cause frostbite, heat exhaustion, sunstroke, or dehydration;
 - v. Encounters with wildlife;

- vi. The environment you are traveling through, or circumstances that arise while you are in that environment may cause you to lose your balance, have reduced physical coordination, impact your ability to swim, make it more difficult to walk and/or follow instructions, or make a decision;
- vii. Exposure to the water may result in wetness, injury, hypothermia, or drowning;
- viii. Circumstances, where these risks may materialize, include getting in and out of the watercraft, hiking during portages or breaks, sitting in the watercraft, traveling to or from the launch and take-out points; and
- ix. An accident or injury that occurs in a remote area makes it more difficult for rescue services to arrive on time and makes it more difficult to reach a medical facility.

The risks listed above do not include all the risks you may encounter on your HBFC adventure and by entering this Agreement, you are acknowledging you understand the Agreement applies to risks that are not specifically mentioned above.

- 4. This Agreement will waive your right to bring a suit against HELL BENT FISHING CHARTERS, LLC D/B/A WILLOW CREEK TOURS, and its employees and contractors even if the injury is caused in whole or in part by a risk that is not specifically mentioned in this document.
- 5. By executing this Agreement, you agree to assume responsibility for the risks identified herein and those risks not specifically identified, that your participation in this activity is purely voluntary, and that no one is forcing you to participate, and you elected to participate despite the risks. And by executing this Agreement and participating in an HBFC activity, you are representing and warranting that you are satisfied that you understand these risks, are satisfied that you are physically and mentally capable of participating in the activity and using the equipment; and that you are going to take steps to ensure your safety including wearing a personal flotation device ("PFD") while on watercraft, in the water, or within 10 feet of the water.
- 6. I release claim to and allow the use of any photographic or video material of myself taken by HBFC, for marketing their activities.
- 7. If I file a lawsuit against Hell Bent Fishing Charters, LLC dba/ Willow Creek Tours, I agree to do so solely in the state of Alaska, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this Agreement is found void or unenforceable, the remaining portions shall remain in full force and effect.
- 8. **BY SIGNING THIS DOCUMENT, YOU RELEASE HBFC, ITS EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS FROM ANY AND ALL LIABILITY THAT MAY BE CONNECTED WITH YOUR DECISION TO GO ON A HBFC ADVENTURE AND YOU ARE PROMISING TO AT ALL TIMES FULLY PROTECT, DEFEND, INDEMNIFY AND SAVE HBFC, ITS EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS HARMLESS FROM AND AGAINST ANY AND ALL ACTIONS, CLAIMS, LOSSES, EXPENSES, INCLUDING ATTORNEY'S FEES, SUITS, LIABILITIES, PROPERTY DAMAGE, OR PERSONAL INJURY OF ANY KIND RESULTING FROM OR ARISING OUT OF ANY INCIDENT, ACT, OR OMISSION BY HBFC, ITS EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS IN CONNECTION WITH HBFC'S SERVICE AND USE OF HBFC EQUIPMENT. THIS RELEASE SPECIFICALLY RELEASES HBFC FROM LIABILITY FOR THE NEGLIGENCE OF ITS EMPLOYEES, OFFICERS, AND DIRECTORS.**
- 9. **Alaska law applies to this Agreement.**

10. I, for myself and on behalf of my/our heirs, assigns, personal representatives, and next of kin, HEREBY INDEMNIFY AND HOLD HARMLESS HBFC from any and all liabilities incident to my involvement or participation in HBFC activities, EVEN IF ARISING FROM HBFC's NEGLIGENCE to the fullest extent permitted by law.

Signature : _____ Date: _____

Participant's Name: (printed) _____ Age: _____

Emergency Contact Name: _____ & Phone: _____

If a Participant is under 18, the Parent or Legal Guardian must also sign acknowledging this RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS, AND INDEMNITY AGREEMENT applies to the minor participant.

Printed name of parent or guardian who signs on behalf of minor: _____