

Hook Dat Fishing Charters / Cupped Wings Outdoors LLC

Release of Liability and Hold Harmless Agreement

In consideration of receiving permission by contract or any transaction to participate in fishing and/or lodging or any other activity at Hook Dat Fishing Charters, while on the premise or while in transportation either by car, truck or boat covered by this Release, **I hereby release, waive, discharge Cupped Wings Outdoors LLC (CWO) / dba Hook Dat Fishing Charters (HDFC)**, Michael Del Toro, Michael Helmstetter, Ryan Williams, Miguel Del Toro, guides, captains, contractors, deck hands, land owners, landlords, individuals, guests, groups, anglers, members of CWO / HDFC, as well as any of the named persons' and/or entities' officers, agents, servants, or employees (hereinafter referred to as Releasees) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, claim, or injury, including death, that may be sustained by me, or any of the property belonging to me, whether caused by the negligence of the Releasees, myself, anglers, individuals or otherwise, while participating in such charter fishing activity or lodging activity, or while in, on, or upon the premise where such activity is being conducted. **I further covenant not to sue these individuals for any of the aforementioned losses, damages, claims, or injuries.**

I acknowledge that participation in fishing related activities has inherent risks, hazards, and dangers for anyone that cannot be eliminated, particularly in a inshore or offshore fishing environment. **I understand that these risks, hazards, and dangers include without limitation:** the risk of handling any and all fish brought onto or into the boat; the risk of injury from other anglers on the boat; the risk of sharp hooks, knives, casting equipment, and dangerous fish; walking in or upon boats that may have slick surfaces; encounters with wildlife, animals and insects; and inclement weather conditions. **I am fully aware of the risks** involved and hazards connected with inshore and offshore fishing, lodging and transportation or such other similar activity involved in charter fishing, and hereby elect to voluntarily participate in said activity with full knowledge that said activity may be hazardous to me and my personal property. **I voluntarily assume full responsibility** for any risks of loss, property damage and/or personal injury, paralysis, including death, that may be sustained by me, or any loss or damage to property owned by me as a result of being engaged in such an activity, whether caused by the negligence of Releasees or otherwise.

I further hereby agree to indemnify and hold harmless the Releasees from any loss, liability, damage or costs, including court costs and attorney fees that they may incur due to my participation in said activity, whether caused by negligence of Releasees or otherwise.

I understand that Releasees may not maintain an insurance policy covering all circumstance arising from my participation in this event or any activity associated with or facilitating that participation. As such, I am aware that I should review my personal insurance portfolio.

It is my express intent that this Release of Liability and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a release, waiver, discharge and covenant not to sue the above-named Releasees. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the States' of Louisiana and Tennessee.

In signing this release, **I acknowledge and represent that I have carefully read the foregoing Waiver of Liability and Hold Harmless Agreement, clearly understand it and sign it voluntarily as my own free act and deed;** no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this release for full, adequate and complete consideration fully intending to be bound by this agreement. If I am a minor I acknowledge and represent that my legal guardian has read and signed the foregoing Waiver of Liability and Hold Harmless Agreement on my behalf.

It is my understanding that payment for the charter fishing trip is **NOT** based on success rates. As with any fair chase fishing sport, success is **NOT** guaranteed. Weather plays a large part in how successful a fishing trip is. Rates will not change due to poor fishing, bad weather conditions or for any other reason. I understand that payment in full is due prior to the fishing trip beginning and that **NO** refunds will be given. I also agree that if I paid with credit card or check that I will **NOT** initiate any chargebacks or cancel any checks. **I fully understand that catching fish is NOT guaranteed and I accept the risk of poor fishing associated with fishing for fair chase wild animals.**

It is my understanding that if I utilize, borrow, lease, rent, purchase any equipment such as rod & reels, bow & arrows, clothing, jackets or any other fishing related equipment from CWO / HDFC that I am responsible for any damage or loss to said equipment and that I will fully compensate CWO / HDFC at actual replacement cost of damaged or lost equipment prior to departure last day of the scheduled trip. **I also take full responsibility of said equipment and any potential failures** associated with the equipment and will **NOT** hold CWO / HDFC or associated Releasees responsible for any injuries or death that may be sustained by me or others while utilizing said equipment. I also understand that I am responsible for purchasing and having in my possession, all related fishing licenses. I have familiarized myself with local fishing laws and agree that I have purchased the proper licenses in order to fish legally in the state of Louisiana. It is my full understanding that CWO / HDFC, or associated Releasees will **NOT** be held responsible for citations, legal fees or criminal charges related to improper licenses and/or stamps or lack thereof.

Print Name

if Minor Print Name (under the age of 18)

Signature (if Minor parent or legal guardian signature)

Date