

**WAIVER AND RELEASE, INDEMNIFICATION AND HOLD HARMLESS
AGREEMENT**

In consideration of participating in hunting activities associated with my Charter, and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence Big Game Waterfowl LLC (the “Releasee”) and its owners, directors, officers, employees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as “Releasees”), on behalf of myself and my children, parents, heirs, assigns, personal representatives and estate, and also agree as follows:

1. HUNTING AND/OR OTHER SHOOTING ACTIVITIES INVOLVING FIREARMS, AS WELL AS BOATING, ARE INHERENTLY DANGEROUS ACTIVITIES IN WHICH THE USE OF FIREARMS IN CLOSE RANGE OF OTHERS SOMETIMES OCCURS. HUNTERS MUST LOOK OUT FOR THEIR OWN SAFETY FROM OTHERS BEARING FIREARMS ON WHILE ENGAGED IN HUNTING ACTIVITIES. HUNTER / PARENT / GUARDIAN HEREBY ACKNOWLEDGES THEY ARE VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY OR DEATH, PROPERTY LOSS OR DAMAGE. I ACKNOWLEDGE THAT HUNTING AND BOATING ACTIVITIES INVOLVE KNOWN AND UNKNOWN RISKS WHICH WOULD RESULT IN, AMONG OTHER THINGS, PHYSICAL OR EMOTIONAL INJURY, PARALYSIS OR PERMANENT DISABILITY, DEATH AND/OR PROPERTY DAMAGE.

2. I expressly accept and assume all the risks inherent in this activity or that might have been caused by the negligence of the Releasee in connection with this Charter. My participation in this Charter is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately advise the Releasee and discontinue participation.

3. I hereby acknowledge that I have voluntarily chosen to participate in hunting activities associated with this Charter with persons I may or may not know. I understand the danger(s) involved and hereby agree to accept any and all risk of injury, death, property loss or damage.

4. I, the undersigned, do hereby unconditionally RELEASE, DISCHARGE AND AGREE NOT TO ASSERT A CLAIM AGAINST Big Game Waterfowl LLC, their officers, owners, agents, individuals, directors, family members, partners, employees, guests, attorneys, insurers, host(s) (collectively referred to as “Releasees”) from all claims, demands, and/or causes of action, that I,

my heirs, my family members, distributees, guardians, legal representatives, successors or assigns now have, or may in the future have, for any injury (including without limitation, personal injury or death to my person and/or my children) or property damage or property loss resulting from the hunting activities associated with this Charter which I am engaging in which are in any way connected with my participation in this Charter, or my use of their equipment or vessel(s), regardless of whether such injuries or damages result from the negligence in whole or in part, or other acts, of myself, Releasees, and/or any other person(s). Should Releasees or anyone acting on their behalf be required to incur attorneys' fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. I further agree, that in the event any suit or claim is instituted against Releasees arising in any way from my negligence, the negligence of my guest, or my children, my agents, my employees or any other persons engaged in hunting activities associated with this Charter with or without my permission, I agree to INDEMNIFY AND HOLD HARMLESS Releasees from all liability in connection therewith including, but not limited to, their attorneys' fees and costs involved in connection with the defense of any such action. I further agree to assume any and all liability (including all attorneys' fees and hospital and medical expenses) incurred for any and all claims which arise during or result from my participation in hunting activities in connection with the Charter.

6. I hereby agree to assume any and all liability for and to INDEMNIFY AND HOLD HARMLESS the Releasees for any claims which were caused in whole or in part by their own negligence or their gross negligence. I further expressly agree to assume all of the related expenses (including all attorneys' fees and hospital and medical expenses) arising from Releasees negligence or negligence as it relates to any claim and/or actions that arise during, or result from my participation in hunting activities in connection with the Charter.

7. I hereby assume full responsibility to INDEMNIFY AND HOLD HARMLESS Releasees from any loss, liability, bodily injury, property damage or loss, or cost, (including all attorneys' fees and hospital and medical expenses) incurred by any Releasee arising out of my, my family members, my minors or my guests participation in hunting activities in connection with the Charter.

I UNDERSTAND THE RELEASE AND INDEMNITY STATED IN THIS AGREEMENT ARE SPECIFICALLY INTENDED TO BE APPLICABLE EVEN IF IT IS ALLEGED OR PROVED THAT ALL OR SOME OF THE DAMAGES INCURRED WERE CAUSED AS A WHOLE OR IN PART BY ANY ACT, OMISSION, NEGLIGENCE, GROSS NEGLIGENCE, OR ANY OTHER CONDUCT WHATSOEVER OF ANY OF THE RELEASEES.

8. I hereby attest that I will abide by all Federal, State, County and Charter laws and/or rules and regulations set out for the hunting and taking of game. In addition, I understand that I am responsible for all my actions and Big Game Waterfowl LLC are not responsible for my actions, the actions of others or for the theft, damage or loss of any kind.

9. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this Charter, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in this Charter, or else I am willing to assume, and bear the costs of, all risks that may be created, directly or indirectly, by any such condition.

10. In the event that I file a lawsuit, I agree to do so solely in the Rhode Island Superior Court, Washington County, and I further agree that the substantive law of Rhode Island shall apply.

11. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

READ BEFORE SIGNING

I have carefully read this Agreement and fully understand its contents. I understand that I have given up substantial rights by signing it, am aware of its legal consequences. I am aware that this is a release of liability is a contract between myself and the releasees and have signed it freely and voluntarily, without inducement, assurance or guarantee being made to me and intend my signature to be a complete and unconditional legal release of all liability to the greatest extent allowed by law.

I further agree that this Agreement shall be considered a continuing release and indemnity agreement, effective for current and all future charters with Big Game Waterfowl LLC.

By Signing this document, I agree that if I am hurt or my property is damaged during my participation in this Charter, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence. I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release, and agree that the opportunity to

participate at the stated cost in return for the execution of this release is a reasonable bargain. I have read and understand this document and I agree to be bound by its terms.

SIGNATURE _____

PRINT NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

TELEPHONE (_____) _____

DATE _____

PARENT OR GUARDIAN ADDITIONAL AGREEMENT (MUST COMPLETE IF PARTICIPANT IS UNDER AGE 18)

In consideration of _____ (print minors name) being permitted to participate in this Charter, I further agree to indemnify and hold harmless Releases' from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor in this Charter.

PARENT OR GUARDIAN _____

PRINT NAME _____

DATE _____