

Name: _____
Phone: _____
Email: _____

Birth Date: _____
Address: _____

**DOC WARNER'S
LIABILITY RELEASE AND INDEMNIFICATION AGREEMENT**

THIS LIABILITY RELEASE AND INDEMNIFICATION AGREEMENT (THIS "AGREEMENT") CONTAINS RELEASE PROVISIONS THAT LIMIT YOUR RIGHT TO RECOVER DAMAGES IN THE EVENT OF DEATH, BODILY INJURY, OR PROPERTY DAMAGE TO YOU OR TO OTHERS. IT ALSO SETS FORTH CERTAIN OBLIGATIONS AND REQUIRES YOU TO ASSUME VARIOUS RISKS OF INJURY. READ IT CAREFULLY BEFORE SIGNING IT.

LML Fishing, Inc. dba Doc Warner's Alaska Fishing ("**Doc Warner's**") conducts sport fishing and outdoor activity excursions in remote areas of Alaska. I will be participating in a Doc Warner's excursion (the "**Excursion**"). In consideration of Doc Warner's services and as a condition to my participation in the Excursion, I acknowledge and agree as follows:

1. I am aware that sport fishing and outdoor recreational activities are **inherently dangerous** and involve many risks and hazards, including but not limited to: (a) rapid changes in weather conditions, (b) exposure to temperature extremes and inclement weather, (c) encounters with domestic or wild animals such as bears and marine animals, (d) exposure to waterborne pathogens, (e) becoming lost or separated from one's party, (f) negligence of other Excursion participants, (g) boating hazards including drowning, and (h) lack of ready access to emergency medical help. I have voluntarily chosen to participate in the Excursion despite these and other hazards and **ASSUME ALL RISK AND RESPONSIBILITY FOR ANY RESULTING PROPERTY DAMAGE, PERSONAL INJURY, OR DEATH.**
2. I agree to wear the life preserver provided to me by Doc Warner's when I am in boats or near water and to at all times be responsible for my own safety. With or without any instructions from any of Doc Warner's staff, I further acknowledge and agree that I alone am responsible for my own safety and that neither Doc Warner's nor any of its staff are in any way responsible for my safety. I also acknowledge and agree that neither Doc Warner's nor its staff are safety experts with regard to any of the Excursion activities or any other activities in which I may choose to voluntarily participate.
3. I am free from any physical impairment, disability, or condition (e.g., back, muscle, orthopedic, pregnancy) that would impair my full participation in any Excursion activity.
4. As used in this Agreement: (a) *Released Parties* means Doc Warner's and its officers, directors, shareholders, affiliates, employees, volunteers, agents, and sponsors; (b) *Claims* means all Damages, losses, injuries, penalties, disbursements, costs, charges, assessments, expenses (including, without limitation, legal, expert, and consulting fees and expenses incurred in investigating, defending, or prosecuting any allegation, litigation, or proceeding), demands, litigation, settlement payments, causes of action (whether in tort, contract, or under a theory of strict liability, or whether in law, equity, statutory, or otherwise), or judgments; (c) *Indemnify* means to protect the Released Parties against Claims and/or to compensate a Released Party for a Claim incurred; and (d) *Defend* means to provide a competent legal defense of a Released Party against a Claim with counsel reasonably acceptable (and at no cost) to the Released Party and to pay all costs associated with the preparation or prosecution of such Defense.
5. **I HEREBY WAIVE ALL CLAIMS AND RELEASE EACH OF THE RELEASED PARTIES FROM ALL CLAIMS THAT MAY ARISE OR MAY BE ALLEGED TO HAVE ARISEN FROM MY PARTICIPATION IN THE EXCURSION. I FURTHER AGREE TO INDEMNIFY AND DEFEND EACH OF THE RELEASED PARTIES AGAINST ALL SUCH CLAIMS.**
6. The release, waiver, Indemnity, and Defense obligations in this Agreement will be enforced to the fullest extent permitted by applicable law for the benefit of the Released Parties, even if the applicable Claim is caused by the active or passive negligence or sole, joint, concurrent, or comparative negligence of a

Released Party, and regardless of whether liability without fault or strict liability is imposed upon or alleged against such Released Party.

7. Because Doc Warner's excursions may include a visit to Glacier Bay National Park or other National Park Service property, Doc Warner's is required to obtain a Commercial Use Authorization ("CUA") from the National Park Service. According to National Park Service policy, CUA holders may not require a release or indemnity from their guests in connection with activities occurring on National Park Service property in Alaska. A CUA holder may, however, require its guests to acknowledge the inherent risks associated with Excursion activities and to assume responsibility for property damage, bodily injury, or death resulting from those inherent risks or from the guests' negligence. Therefore, with respect to any Excursion activities occurring on National Park Service property, this Agreement will operate to the fullest extent allowed without contravening the National Park Service regulation described above. At a minimum, it will operate as an acknowledgment of the inherent risks associated with a Doc Warner's excursion and as an assumption (on your own behalf and on behalf of your participating minor children) of all responsibility for any resulting bodily injury, death, or property damage attributable to those inherent risks or to your negligence. With respect to all Excursion activities taking place outside of National Park Service property, this Agreement will continue in full force and effect.
8. Doc Warner's will attempt to freeze, vacuum seal, and otherwise protect my catch, but I understand that my catch may spoil and I waive any and all claims against the Released Parties arising out of or relating to any spoliation of my catch, whether such spoliation occurs at the lodge, in transit to my home, or otherwise.
9. I authorize Doc Warner's to take photographs and videos of me during my participation in the Excursion and consent to the publication of such photos or videos by Doc Warner's for advertising, promotional, or marketing purposes. I agree that such photographs and videos, and any photographs or videos I send to Doc Warner's subsequent to my Excursion will be the property of Doc Warner's.
10. The terms of this Agreement are contractual and will, by my signature below, be binding upon me, my personal representative, administrator, heirs, executor, successors, next of kin, assigns, and all persons working for me or on my behalf. If any provision of this Agreement is found to be prohibited by law or unenforceable, the remaining provisions will continue in full force and effect. I am of lawful age and am in all other ways legally competent to sign this Agreement. This Agreement will be governed by Alaska law without regard to any conflict of interest laws provisions. Any claim arising out of or related in any way to the Excursion and any litigation involving this Agreement or related in any way to the subject matter of this Agreement may be brought exclusively and solely in Salt Lake County, Utah, and the parties submit to personal jurisdiction in the federal or state courts situated in Salt Lake County, Utah.

I have voluntarily signed this Agreement after consultation with my attorney or other legal advisor, or I am aware of my right, and have had full opportunity within my sole discretion, to consult an attorney or legal advisor and have voluntarily, knowingly, and intentionally waived such right, as evidenced by my signature below. All references to *I, me, myself, or my* in this Agreement refer to my minor child if I am signing on behalf of my minor child.

Signature of participant (or parent or guardian of
minor participant)

Date

Please mail, email or fax signed Agreement to:

Doc Warner's
1673 Temple View Dr
Bountiful, UT 84010
Fax: 801-298-8140
Phone: 801-298-8060
Email: sales@docwarners.com