

ACME Ventures LLC
Wile E. Coyote
Captain Henry W. Hauch

FISHING & BOAT TRAVEL LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT

Please read carefully and fill in all blanks before signing.

I, _____, hereby affirm that I thoroughly understand the hazards of fishing including those hazards occurring during boat travel to and from the fishing site (hereinafter collectively referred to as "Excursion").

I understand that these inherent risks include, but are not limited to, drowning, sun exposure injuries, sea sickness, punctures, or other injuries that require treatment in a hospital; slipping or falling while on board, being cut or struck by fish or equipment while on the vessel, injuries occurring while getting on or off a boat, and other perils of the sea; all of which can result in serious injury or death. I understand the Excursion will be conducted at a site that is remote, either by time or distance or both, from emergency medical facilities. I still choose to proceed with the Excursion. By signing this Agreement, I certify that I am fully aware of and expressly assume these and all other risks involved in making such a boat excursion.

I understand and agree that neither the captain; nor the crew or owner of the vessel; nor the vessel itself, nor its affiliate or subsidiary corporations; nor the owners, officers, employees, agents, contractors or assigns of the above listed individuals and/or entities (hereinafter "Released Parties") may be held liable or responsible in any way for any personal injury, property damage, wrongful death or other damages to me or my family, estate, heirs or assigns that may occur as a result of my participation in this Excursion, or as a result of the negligence of any party, including the Released Parties, whether passive or active.

I affirm I am in good mental and physical fitness to participate in this excursion. I further state that I am not under the influence any drugs that are contradicted to boat travel. If I am taking medication, I affirm that I have seen a physician and have approval to be exposed to exterior elements while under the influence of the medication/drugs. I understand that fishing is a physically strenuous activities and that I will be exerting myself during this Excursion, and that if I am injured as a result of heart attack, panic, hyperventilation, drowning or any other cause, that I expressly assume the risk of said injuries and that I will not hold the Release Parties responsible for the same.

I affirm it is my responsibility to inspect and control all of my equipment I bring aboard prior to the Excursion and will notify the Released Parties if any of my equipment is not working properly or is lost. I will not hold the Released Parties responsible for my failure to inspect my equipment prior to the excursion or lose equipment during the excursion.

I further state that I am of lawful age and legally competent to sign this Agreement, or that I have obtained the written consent of my parent or guardian. I understand the terms herein are contractual and not a mere recital, and that I have signed this Agreement of my own free act and with the knowledge that I hereby agree to waive my legal rights. I further agree that if any provision of this Agreement if found to be unenforceable or invalid, that provision shall be severed from this Agreement. The remainder of this Agreement will then be construed as though the unenforceable provision had never been contained herein.

I understand and agree that I am not only giving up my right to sue the Released Parties but also any rights my heirs, assigns or beneficiaries my have to sue the Release Parties resulting from my death. I further represent that I have the authority to do so and my heirs, assigns and beneficiaries will be stopped from claiming otherwise because of my representations to the Released Parties.

I, _____, BY THIS INSTRUMENT, AGREE TO EXEMPT AND RELEASE ALL THE ABOVE
(p a s s e n g e r)
LISTED ENTITIES AND/OR INDIVIDUALS FROM ALL LIABILITY AND RESPONSIBILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH, HOWEVER CAUSED, INCLUDING BUT NOT LIMITED TO, PRODUCT LIABILITY OR THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE. I HAVE FULLY INFORMED MYSELF AND MY HEIRS OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT BY READING IT BEFORE I SIGNED IT ON BEHALF OF MYSELF AND MY HEIRS.

Participant's Signature

Date (Day/Month/Year)

Signature of Parent or Guardian (where applicable)

Date (Day/Month/Year)