

Name: _____

Cell Phone: _____

Address: _____

Email: _____

**SALMON FOR SOLDIERS'
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.*

Salmon For Soldiers conducts sport fishing events for Veterans and Active Duty members of the United States Armed Forces. I will be participating in a Salmon For Soldiers’ sport fishing experience (The Event). In consideration of Salmon For Soldiers’ services and as a condition to my participation in the event, I acknowledge and agree as follows:

1. I am aware that sport fishing 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, 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 Event participants, (g) boating hazards including drowning, and (h) lack of ready access to emergency medical help. I have voluntarily chosen to participate in the Event despite these and other hazards and **ASSUME ALL RISK AND RESPONSIBILITY FOR ANY RESULTING PROPERTY DAMAGE, PERSONAL INJURY, OR DEATH.**
2. I acknowledge and agree that I alone am responsible for my own safety and that neither Salmon For Soldiers nor any of its staff are in any way responsible for my safety. While Salmon For Soldiers requires all volunteers to follow all U.S. Coast Guard safety recommendations and protocols, I acknowledge and agree that neither Salmon For Soldiers nor its staff or volunteers are safety experts with regard to any of the Event activities or any other activities in which I may choose to voluntarily participate.
3. I agree that I am capable of participating in the Event. I further agree to follow the instructions of all Salmon For Soldiers staff and/or volunteers.
4. As used in this Agreement: (a) *Released Parties* means Salmon For Soldiers 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 EVENT. 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. I authorize Salmon For Soldiers to take photographs and videos of me during my participation in the Event and consent to the publication of such photos or videos by Salmon For Soldiers for advertising, promotional, or marketing purposes. I agree that such photographs and videos, and any photographs or videos I send to Salmon For Soldiers subsequent to my Event will be the property of Salmon For Soldiers.
8. 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 Washington law without regard to any conflict-of-interest laws provisions. Any claim arising out of or related in any way to the Event 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 Kitsap County, Washington, and the parties submit to personal jurisdiction in the federal or state courts situated in Kitsap County, Washington.

I have voluntarily signed this Agreement and 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

Gender

Trip Date

Guide

Trip Location