

**FISHINGGEEKS INC.**

**ICE HUT RENTALS:**

**Waiver and Release of Liability**

In consideration for my participation in the below activities, including renting and using the an unsupervised rental ice fishing shack, **I HEREBY ACKNOWLEDGE, WARRANT, COVENANT AND AGREE WITH FISHINGGEEKS INC.** as follows:

1. I have read the foregoing Waiver and Release of Liability, understand it, and sign it voluntarily.
2. I am eighteen (18) years of age or older and/or I am the parent/guardian having full legal responsibility for decisions regarding the minor child(ren)/ward.
3. I am in good health and I have not and will not be under the influence of any drugs or alcohol of any kind, which may affect my ability to participate in the ice fishing activities in a safe manner;
4. I am familiar with and acknowledge that all outdoor recreational activities have inherent risks, dangers and hazards and such risks particularly exist in participation of angling by way of ice fishing, including but not limited to, ice conditions and thicknesses, driving motor vehicles and all other means of traveling onto ice while renting an ice shack from Fishinggeeks Inc.
5. **I COMPLETELY UNDERSTAND MY VOLUNTARY PARTICIPATION IN THIS ACTIVITY COULD RESULT IN INJURY OR ILLNESS, INCLUDING BY NOT LIMITED TO DISABILITY, HYPOTHERMIA, DROWNING, CONCUSSION, DISMEMBERMENT OR DEATH. I FREELY ACCEPT, ON BEHALF OF MYSELF AND THE MINOR CHILD(REN)/WARD AND FULLY ASSUME ALL SUCH VOLUNTARY RISK AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.**
6. I agree to an unqualified assumption of all risks associated with the use of an ice fishing shack on a frozen body of water. By signing this Waiver and Release of Liability, I hereby assume all risks, dangers and all responsibility for any loss of rented supplies, personal items, bodily injuries, damages, or fatalities, whether caused in whole or in part by the negligence or gross negligence or other conduct of the owners, agents, officers or employees of Fishinggeeks Inc. I also take full responsibility for any and all persons involved in the use of the ice fishing shack during your agreed rental period. I also agree the individuals utilizing this ice shake are limited to the individuals outlined on this Waiver and Release of Liability.
7. I have read and understand all rules involved with renting an ice shack from Fishinggeeks Inc. My participation in all activities with Fishinggeeks Inc. is voluntary. Representatives of Fishinggeeks Inc., have taken reasonable steps to provide me with appropriate information so that I acknowledge ice fishing is not without risk. Certain risks are inherent of ice fishing and cannot be eliminated without destroying the unique character of the activity and can be the cause of loss or damage, the risk of which I assume.
8. **I, ON BEHALF OF MYSELF, MY PERSONAL REPRESENTATIVES, NEXT OF KIN, ASSIGNS AND HEIRS, HEREBY:**
  - a. **RELEASE, WAIVE, HOLD HARMLESS AND DISCHARGE** Fishinggeeks Inc., its owners, agents, officers, affiliates, contractors, employees, representatives, successors, and assigns (the "Releasees") from any and all liabilities, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, injury, or death that may be sustained by me while participating in any activity while in, on, or around the premises or while using the shack rental, including but not limited to

any claims or actions that I may have as a result of the negligence or gross negligence of Fishinggeeks or the Releasees;

- b. **INDEMNIFY, AND SAVE AND HOLD HARMLESS** Fishinggeeks Inc. and the Releasees, and each of them, from any litigation expenses, legal fees, liability, damage, award or cost, of any or type whatsoever, they may incur due to any claim made against them or any one of them whether the claim is based on the negligence or the gross negligence of Fishinggeeks Inc. or the Releasees or otherwise.
- 9. I, on behalf of myself, my personal representatives, next of kin, assigns and heirs hereby voluntarily agree to release, discharge, hold harmless, defend and indemnify Fishinggeeks Inc. and the Affiliates from any and all claims, actions or losses for bodily injury, property damage, wrongful death, or otherwise which may arise out of my participation while ice fishing, including but not limited to any claims or actions that I may have at the present time or in the future for the negligence, gross negligence or other conduct of Fishinggeeks Inc. and its Affiliates.

**I HAVE CAREFULLY READ AND UNDERSTAND THE ENTIRETY OF THIS WAIVER AND RELEASE AND BY SIGNING IT AGREE THAT IT IS MY INTENTION TO EXEMPT AND RELEASE FISHINGGEEKS INC. FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE. I FULLY UNDERSTAND THE TERMS OF THIS RELEASE AND WAIVER, UNDERSTAND THAT I HAVE GIVEN UP ALL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____
Date: _____

**FOR PARENTS/GUARDIANS OF MINOR (under 18 years of age) PARTICIPANTS:**

I certify that I, as a parent or guardian with legal responsibility for this minor Participant,

\_\_\_\_\_ (print minor Participant's Name), Participant,

\_\_\_\_\_ (print minor Participant's Name), Participant,

\_\_\_\_\_ (print minor Participant's Name), Participant,

do consent to his/her release as provided above for myself, my child, and/or our heirs and I hereby release and agree to indemnify and hold harmless Fishinggeeks Inc. from any and all liabilities to my minor child's involvement or participation as described above.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_