



Owl's Roost Outfitters LLC

PO Box 506

Ossipee, NH 03864

PHONE: 603-539-7354

E-Mail: owlsroost@surfglobal.net

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

(Please print)

Name _____ Date _____

If under 18, Name of Guardian _____

Street _____

City _____ State _____ Zip _____

Telephone Number _____ E-mail _____

In consideration of the services of Owl's Roost Outfitters, LLC., their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as Owl's Roost Outfitters), I hereby agree to release, indemnify, and discharge Owl's Roost Outfitters, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that fishing from boats, float tubes, canoes, and while wade fishing entails known and unanticipated risks. Similar risks can be encountered while participating in wilderness navigation, hiking, and while using knowledge gained at any instructional session. These known and unanticipated risks could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of these activities. **The risks include, among other things:** the hazards of walking on uneven terrain, slips and falls; drowning; becoming lost or injured in the woods; the risk of injuries caused by other boaters, fishermen, campers and hikers; the use of fishing and camping equipment; the forces of nature, including lightening, weather changes, and changing water levels; the risks of falling out of a boat or float tube; the risks of exposure to insect bites; the risk of the cold including hypothermia, frostbite, cerebral and pulmonary edema; my own physical condition, and the physical exertion associated with these activities. Furthermore, Owl's Roost Outfitter's employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risk existing in these activities. My participation in these activities is purely voluntary, and I elect to participate in spite of the risks.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Owl's Roost Outfitters from any and all claims, demands, or causes of actions, which are in any way connected with my participation in any of these activities or my use of Owl's Roost Outfitters' equipment or facilities, **including any such claims which allege negligent acts of omissions of Owl's Roost Outfitters.**

4. Should Owls Roost Outfitters or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

6. In the event that I file a lawsuit against Owl's Roost Outfitters, I agree to do so solely in the state of New Hampshire, and I further agree that the substantive law of New Hampshire shall apply in that action

