



GUIDED FISHING WAIVER

EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY

I acknowledge that my participation in the Guided Fishing (“Fishing”) involves serious and ultrahazardous risks. I understand that I may be exposed to inherent dangers and hazards when traveling to and from locations where the Fishing will take place and while participating in the Fishing. These risks include but are not limited to collisions, falls, fractures, concussions, overexertion, overheating, injuries from my lack of fitness or conditioning, communicable diseases, exposure to allergens, which could cause life-threatening reactions, death, equipment failures, and negligence of others. As a consequence of these risks and other risks associated with participating in the Fishing that may not be listed here, I may be seriously hurt, disabled, paralyzed, or may die from the resulting injuries, and my property may be lost or damaged. I further acknowledge that hospital facilities, qualified medical care, and medical evacuation may be delayed or limited depending on the location of the Fishing and local conditions. I knowingly and freely assume all such risks, both known and unknown, and assume full responsibility for my participation in the Fishing. I am physically and mentally capable of participating in the Fishing and agree to assume these risks.

COMPLIANCE WITH INSTRUCTIONS

Silver Train Fishing Guide Service, LLC to be known as Silver Train Fishing, and/or the Fishing coordinator has prepared and adopted safety protocols, and provided safety information, and equipment necessary for me to participate in the Fishing safely. I understand that it is my sole responsibility to adhere to these safety protocols set forth by Silver Train Fishing and/or the Fishing Coordinator. I willingly agree to abide by these instructions and protocols and shall conduct myself accordingly. I agree to follow all Guide instructions for the safe participation in the Fishing and transportation. I further agree, while participating in the Fishing, I shall wear any and all necessary or required personal safety equipment. I acknowledge that failing to adhere to any established protocols may increase the likelihood of physical harm or death to myself or others. I understand that Silver Train Fishing gives no assurances or warranties whatsoever as to the safety of participants in the Fishing.

SEVERABILITY

The undersigned further expressly agrees that this waiver and assumption of risk agreement is intended to be as broad and inclusive as is permitted by the law of the State of OREGON

and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

AGREEMENT TO ARBITRATE DISPUTES

In the event of any dispute pertaining to any provision of this agreement, including any claim for personal injury or other loss, including any claim against silver train fishing, employees, guides, instructors, volunteers, agents, and all others who are involved (collectively "Silver Train Fishing"), each party hereto agrees to submit to binding arbitration to resolve such disputes, and gives up the right to a jury trial. The arbitration shall be conducted pursuant to ors 36.400 et. Seq., without regard to any damage limitation and utcr chapter 13. The parties shall agree upon a single arbitrator or both parties will select an arbitrator who will select a third who individually will conduct the arbitration.

In the event either party to this agreement incurs any expense as a result of the other party's failure to comply with any provision of this agreement, the non-complying party shall be liable for reimbursement of any and all such expenses directly or indirectly related to failure to comply. In the event any legal action or proceeding occurs which is in any manner related to or pertaining to this agreement, attempting to challenge in a non-arbitral forum such as a court of law the validity or application of this agreement, the party who substantially prevails in that court arbitration, or non-arbitral proceeding shall be entitled to receive reasonable costs and attorney's fees of such action or proceeding and any appeal thereof.

ACKNOWLEDGEMENT

In consideration of participating in the Fishing, I, the undersigned, HEREBY RELEASE, INDEMNIFY, AND HOLD SILVER TRAIN FISHING HARMLESS AND INDEMNIFY THEM from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney fees brought as a result of any loss, damage, or injuring including but not limited to suffering and death, that may be sustained by myself, WHETHER CAUSED BY THE NEGLIGENT OR CARELESSNESS OF THE RELEASEES, or others, and assume full responsibility for my conduct and participation in the Fishing.

I acknowledge that the gear used during the Guided Fishing is expensive and must be treated carefully. I agree to use caution when utilizing the equipment. I agree to reimburse Silver Train Fishing for damage or loss to any equipment that I use negligently and/or contrary to instruction provided to me.

I, on my own behalf, and on behalf of my child acknowledge that photos and/or videos will be taken of the experience. I authorize the use of the photos and/or videos in any advertising for Silver Train Fishing without any fee or remuneration. I understand this consent may not be revoked.

I HAVE CAREFULLY READ THIS WAIVER, FULLY UNDERSTAND AND ACCEPT THESE TERMS AND REALIZE THAT IT RELATES TO SURRENDERING AND RELEASING VALUABLE LEGAL RIGHTS AND DO SO FREELY AND VOLUNTARILY.

I ACKNOWLEDGE THAT I AM 18 YEARS OF AGE OR OLDER.

Signature: _____ Date: _____

Print Name: _____

FOR MINORS UNDER THE AGE OF 18

Minor Name: _____

Parent/Guardian Signature: _____ Date: _____

Print Parent/Guardian Name: _____