

RELEASE AND INDEMNITY AGREEMENT  
(FOR GUIDED FISHING TRIP)

The person whose signature is set forth below (hereinafter called the "FISHERMAN") makes the following representations, promises, warranties, and agreements on behalf of his/her self and on behalf of their spouse, children, heirs, executors, and administrators:

1. It is understood, agreed, and acknowledged by the FISHERMAN that Avian Skies, LLC is a fishing outfitter ("OUTFITTER") which provided fishing guides and conducts guided fishing trips upon the lakes, rivers, bays, estuaries, shores, Gulf of Mexico, and navigable waterways along the Texas gulf coast and other coastal areas of Texas (hereinafter called "the fishing areas"); and the FISHERMAN desires to have the OUTFITTER provide a fishing guide and take the FISHERMAN on a guided fishing trip for purposes of fishing, wildlife viewing, and other related recreational activities.
2. The FISHERMAN makes the representations, warranties, and agreements set forth in paragraphs 3 (a) through (g) below, to and with the OUTFITTER in consideration for and in order to induce the OUTFITTER to provide the FISHERMAN with a fishing guide who will take the FISHERMAN on a guided fishing trip; and the OUTFITTER's willingness to provide a fishing guide who will take the FISHERMAN on a guided fishing trip is expressly conditioned up the truthfulness and enforceability of FISHERMAN's representations, warranties and written agreements set forth in paragraph 3 (a) through (g) below.
3. In order to induce the OUTFITTER to provide the FISHERMAN with a fishing guide who will take the FISHERMAN on a guided fishing trip and related recreational activities, FISHERMAN represents, warrants and promises all of the following: **(a) FISHERMAN does hereby release, discharge, abandon, and waive all claims and causes of action against the OUTFITTER, OUTFITTER's guides (including, but not limited to, Capt. Will Granberry), OUTFITTER's investors, OUTFITTER's sponsors, and OUTFITTER's owners, operators, and officers of all liability for all damage, personal injury or death resulting from FISHERMAN's participation on the guided fishing trip; (b) FISHERMAN is aware of the risks of injury and death inherent in the sport of fishing from boats and from wade fishing (e.g., drowning, near drowning, heart attacks from excitement or over exertion, deep mud, uneven water depths, strong currents, rip tides, being drug into deep water by marine mammals, alligators, and/or sharks that are attempting to eat fish while on stringers, attacks/bites by sharks, attacks/bites by alligators, getting stung by jellyfish, being stabbed by sting ray(s), becoming infected by flesh eating bacteria, contact with any other bacteria or fungus, sun burn, sun stroke, insect bites, hook impaling, gaff impaling, being struck by a fish, being struck by a dolphin, being struck by a shark, being struck by another boat(s), being struck by a turning propeller from any boat, etc.) and the FISHERMAN will be provided the opportunity to wear a US Coast Guard Approved personal floatation device (a/k/a "life jacket") only if the FISHERMAN requests a life jacket to the vessel operator while on, in, or near the water during the duration of the trip, and the FISHERMAN will also provide their own eye protection (sunglasses) and sun screen; (c) FISHERMAN is an experienced, safe fisherman and handler of fishing gear and related equipment commonly used in fishing , wade fishing and boating (i.e., knives, hooks, gaffs, life jackets, boats, and ropes) and will carefully engage in only careful and safe fishing, boating, and other related activities; (d) FISHERMAN is aware and familiar with FISHERMAN's own**

physical/medical condition and limitations; and FISHERMAN is responsible for **all** the risks associated with the FISHERMAN's participation in the fishing trip and the injuries and death which may result in the event that the FISHERMAN is not in good enough health or shape to safely participate in the fishing trip and/or engage in all of the vigorous activities which fishing sometimes involves; (e) FISHERMAN understands that there are hazards, risks, and dangers associated with fishing, wade fishing, sport fishing, and the conditions existing along the Texas gulf coast and the areas to be fished (e.g., uneven water depth, strong tides, strong currents, deep guts, deep channels, submerged debris, adverse weather, rapidly changing water conditions, rapidly changing weather conditions, high winds, lightning strikes, etc.), as well as the wildlife and potentially dangerous marine life existing in the waters upon which the fishing will take place (e.g., marine mammals, alligators, sharks, jellyfish, sting rays, flesh eating bacteria, bacteria, fungus, poisonous snakes, insects, etc.), and FISHERMAN is responsible for **all** the risks associated with the FISHERMAN being harmed, injured, or killed as a result of any of these risks or others while on the fishing trip or after the fishing trip; (f) FISHERMAN will be responsible for his/her safety, health and welfare while on the fishing trip, and agrees not to expect OUTFITTER, or OUTFITTER's guides, or other fisherman to do so; and (g) if FISHERMAN is a parent of a minor child(ren) who will be participating in a fishing trip, FISHERMAN assumes **full** and complete responsibility and control over the activities and safety of each child; and by the signature below, the FISHERMAN acknowledges and agrees that OUTFITTER is not expected to assume any responsibility for the health or safety of any such child(ren).

4. In consideration of FISHERMAN'S representations, warranties, and agreements set forth in paragraphs 3(a) through (g) above, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and conditioned upon the truthfulness and enforceability of FISHERMAN'S representations and warranties, OUTFITTER conditionally grants FISHERMAN, and FISHERMAN'S minor child(ren), permission to go upon the guided fishing trip for the limited purposes of lawfully fishing, wildlife viewing, and recreation.

5. In the event FISHERMAN'S representations and warranties set forth in paragraph 3(a) through (g) are not true, or that FISHERMAN'S agreements as set forth therein are unenforceable, OUTFITTER'S conditional permission granted hereby shall be null and void; and, in that unlikely event, FISHERMAN agrees that the duties of the OUTFITTER, and the duties of OUTFITTER'S guides in any (including, but not limited to, Capt. Will Granberry), are limited to the duties which Landowners owe to mere trespassers, if any, under Texas law.

**6. IN FURTHER CONSIDERATION FOR OUTFITTER'S CONDITIONAL PERMISSION, FISHERMAN FURTHER AGREES FOR HIMSELF/HERSELF AND ON BEHALF OF HIS/HER SPOUSE, CHILDREN, HEIRS, EXECUTORS, AND ADMINISTRATORS, THAT HE/SHE WILL AND DOES HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS OUTFITTER AND OUTFITTER'S GUIDES (INCLUDING BUT NOT LIMITED TO, CAPT. WILL GRANBERRY) FROM ALL CLAIMS, LIABILITIES, SUITS, DAMAGES, COSTS, OR EXPENSES WHICH OUTFITTER AND OUTFITTER'S GUIDES (INCLUDING BUT NOT LIMITED TO, CAPT. WILL GRANBERRY) MAY HERINAFTER BECOME LIABLE FOR AS A RESULT OF ANY PERSONAL INJURIES, PROPERTY DAMAGES, OR DEATH SUSTAINED BY FISHERMAN WHILE ON THE FISHING TRIP OR RETURNING HOME THEREAFTER, INCLUDING BUT NOT NECESSARILY LIMITED TO ALL INJURIES, DEATH, OR DAMAGES**

**SUSTAINED BY FISHERMAN AS A RESULT OF OUTFITTER'S OWN NEGLIGENCE, STRICT LIABILITY IN TORT, LACK OF CARE, OR CONDITIONS EXISTING DURING THE FISHING TRIP.**

7. This Agreement shall be construed, and in accordance with, the laws of the State of Texas; and the rights, duties and obligations of FISHERMAN, OUTFITTER, and OUTFITTER's guides (including, but not limited to, Capt. Will Granberry), regarding anything covered by this Agreement, shall be governed by the laws of the State of Texas. Any dispute between FISHERMAN, OUTFITTER, and OUTFITTER's guides, regarding anything covered by this Agreement, will be filed, if at all, in a court of competent jurisdiction exclusively in Jackson County, Texas.

8. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not be contained herein.

9. FISHERMAN acknowledges by his/her signature hereto that he/she has carefully read, and fully understands the text and meaning of this Agreement.

10. By placing a "X" mark in the indicated box below, please indicate whether you, the FISHERMAN, give the OUTFITTER permission to use your name, phone number and address as a referral. YES \_\_\_ NO \_\_\_

11. By placing a "X" mark in the indicated box below, please indicate whether you, the FISHERMAN, give the OUTFITTER permission to use your image (photographs and video) in advertisements, photographic compilations, contests, social media, and on the internet. YES \_\_\_ NO \_\_\_

EXECUTED on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**FISHERMAN:**

By: \_\_\_\_\_

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

Printed Name and Address: \_\_\_\_\_

\_\_\_\_\_