

Steve Huber's Guide Service
Risk Agreement & Liability Release

Thank you for booking a trip with me. Along with our agents, partners, and contractors, I will do my best to insure your safety. However, any type of outdoor activity, ranging from walking around the launch ramp to fishing on the rivers or bays have inherent risks, many of which I have no control over.

In consideration of the services of Steve Huber, I agree that outdoor activities engaged in with him have inherent risks, which are too numerous to enumerate fully and further acknowledge that he has a challenging and sometimes difficult job to perform. Steve Huber is not infallible. He may not be aware of a guest's fitness or abilities. He may misjudge the weather, the elements or the terrain, may not give sufficient warnings or instructions, and the equipment being used may malfunction. In addition, there may be encounters with dangerous animals & noxious plants including, but not limited to, bears, rattlesnakes, poison oak, various stinging insects including yellow jackets, spiders and mosquitoes that may carry West Nile Virus at our fishing locations.

1. I acknowledge these risks which include but are not limited to: 1) weather conditions that may change quickly, including wind, lightning, fog and excessive heat and sun; 2) hypothermia (being too cold) and hyperthermia (being too hot); 3) improper first aid, emergency treatment or other attempted rescue services, and the unavailability of life saving services or immediate medical attention in the case of injury or illness; 4) my own physical condition and my own acts or omissions; 5) the consumption of tainted food or drink during the trip, including exposure to polluted or contaminated water; 6) my own and other participants' attempts to exceed his/hers skills and/or behave in a reckless manner; 7) my own failure or that of other guests to follow the safety maintenance of facilities and equipment; 10) manufacturing or other defects, both apparent and latent, in the equipment supplied or used; 11) vehicular or pedestrian accident while being transported or walking to or from the boat; 12) error or negligence on the part of Steve Huber including insufficient instruction or assistance; and 13) loss of control of the boat, collisions with people or things; 14) drowning.

It is understood that this release extends to all the enumerated risks as well as those that might be expected, even though unanticipated including exposures from swimming, hiking, insects, plants, wildlife, etc.

2. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks and hereby acknowledge, and expressly

agree and promise to accept and assume all risks existing in this activity.

3. I hereby voluntarily release, forever discharge and agree to indemnify and hold harmless Steve Huber from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity or use of Steve Huber's equipment or facilities, including any such claims which allege error, negligent acts or omissions of Steve Huber.

4. Should Steve Huber or anyone acting on its behalf, be required to incur attorney's fees and costs to enforce and/or defend this agreement, I agree to indemnify and hold them harmless for all such fees and costs. I agree that the State of Oregon laws shall apply rather than the law of any other state or jurisdiction. Further, any legal action resulting from my participation in this activity shall be brought only in Curry County, Oregon. In the event that any portion of this agreement is deemed invalid or unenforceable, all other portions of this agreement shall remain in full force and effect.

5. I certify that I have insurance to cover injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage to myself or children. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.

6. I acknowledge outdoor activities entail known and inherent risks, as well as unknown/unanticipated risks that could result in serious physical or emotional injury, paralysis, death, drowning or damage to myself, third parties and my own or others' property. I understand such risks cannot be eliminated in this type of activity.

By booking a fishing trip with Steve Huber, I, as an individual and/or on behalf of any and all minor children under my care, agree to be bound to the following. I acknowledge that if I am hurt or any property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Steve Huber on the basis of any claim from which I have released it herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Best Regards,
Steve Huber
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