

Waiver and Liability Release Form – Please Read Carefully Before Signing

Location of Trip: _____ Date of Trip: ____/____/____ Time of Trip: _____

Name of Participant:

In consideration of Adventure Ice Fishing, Adam Pudik, their successors, and/or assigns furnishing services and/or all equipment to enable me to participate in ice fishing, hiking through snow, on ice, or on a frozen body of water, walking around open water, and any or all other related and/or secondary activities, I agree as follows:

I fully understand and acknowledge that outdoor recreational activities and ice fishing have:

- (a) inherent risks, dangers, and hazards and such exists in my use of ice augers, hooks, lures, knives, ice fishing rods/reels, and any or all other equipment and my participation in ice fishing, fishing, hiking on bare ground, through snow, and on ice, walking around open water and drilled ice holes, and any/all related and/or secondary activities;
- (b) my participation in such activities and/or use of such equipment may result in injury or illness including, but not limited to bodily injury, drowning, hypothermia, frost bite, lacerations, puncture wounds, disease, muscle and tendon strains, fractures, partial and/or total paralysis, death and or other ailments that could cause serious permanent disability;
- (c) these risks and dangers may be caused by the gross or actual negligence of Adam Pudik, the owners, employees, officers, or agents of Adventure Ice Fishing; the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes. Risks and dangers may arise from foreseeable or unforeseeable causes including but not limited to; guide decision making; including that a guide may misjudge terrain, weather, trail or ice route location, ice thickness or water level, risks of falling or drowning while on the ice, open water, and other such risks associated with activity in/on/around/on top of water, hazards and dangers that are integral to recreational activities that take place in a wilderness outdoor recreational environment and on a frozen body of water;
- (d) by my participation in these activities and for use of equipment, I hereby agree that I am entirely voluntarily participating in such activity, that I have been advised of the risks and hereby assume all risks and dangers and take whole and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of Adam Pudik, owners, agents, officers, or employees of Adventure Ice Fishing, other guests, or by any other person.

I, on behalf of myself and my successors or assigns hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Adventure Ice Fishing, Adam Pudik, its owners, agents, officers, and employees from any and all claims, actions, or losses for bodily injury, property damage, wrongful death, loss of services or otherwise that may arise out of my use of ice augers, hooks, lures, knives, ice fishing rods/reels, and any or all other equipment and in my participation in ice fishing, fishing, hiking on bare ground, through snow, and on ice, walking around open water and drilled ice holes and any other equipment or primary or secondary activities, or my participation ice fishing, hiking through snow and on ice, walking around open water and drilled ice holes, and any/all related and/or secondary activities.

I specifically understand that I am releasing, discharging, and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by Adam Pudik, the owners, agents, officers or employees of Adventure Ice Fishing, their successors and/or assigns.

I am aware that the use of alcohol and drugs at any point during a guided fishing trip will disqualify me from being covered by Adventure Ice Fishing and/or Adam Pudik's liability insurance.

I also agree to the following: I, the undersigned, acknowledge that I am aware of the risks and hazards involved in participating in ice fishing trips on any frozen body of water, on any trail, as well as any associated activity.

I voluntarily participate in all such activities although knowing such dangers and I hereby release the State of Colorado, Colorado Departments of Parks, Recreation, and Wildlife, their officers, employees, agents, successors and assigns and all other persons participating on their behalf in the expedition from and against any and all liabilities, claims, demands, actions and causes of action whatsoever, arising out of or relating to any loss, damage, disability or injury (including death), that may be sustained by me in connection with my participation in any activity. This release shall be binding upon the administrators and/or executors of my estate, my heirs and distributors. The venue of any dispute that may arise out of this agreement or otherwise between the parties to which Adventure Ice Fishing or its agents is a party shall be either the City/County of Denver, Colorado Justice Court or Colorado State Supreme Court in Denver County, Colorado State.

I HAVE READ THE ABOVE WAIVER AND LIABILITY RELEASE IN FULL AND BY SIGNING IT AGREE. IT IS MY INTENTION TO EXEMPT AND RELIEVE ADAM PUDI, ADVENTURE ICE FISHING, THEIR SUCCESSORS, AND ASSIGNS FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, AND/OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

Signature: _____ Age: _____ Dated: _____

Signature of Parent of Guardian (if participant is less than 18 years of age) _____