

KOKANEE KREW OUTFITTERS

ACKNOWLEDGMENT OF RISKS, RELEASE OF LIABILITY, AND ASSUMPTION OF RISK & MEDIA RELEASE AGREEMENT PLEASE READ CAREFULLY — THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS

1. Acknowledgment of Risks

I, the undersigned, recognize and acknowledge that participating in fishing, boating, and outdoor activities conducted by Kokanee Krew Outfitters involves inherent risks, hazards, and dangers. These include, but are not limited to:

- Changing and adverse weather conditions (e.g., lightning, storms, wind, extreme temperatures)
- Travel on foot, by vehicle, or by boat across natural or human-caused obstacles
- Dangers presented by domestic and wild animals.
- Equipment malfunction or failure
- Unimproved roads, fences, and terrain hazards
- Drowning, sun exposure, dehydration, or other environmental injuries
- Medical emergencies in remote locations with limited access to care

I understand these risks can result in serious injury, illness, damage to personal property, or even death.

2. Assumption of Risk and Responsibility

I certify that I possess the physical ability and skills necessary to participate in fishing and boating activities. I voluntarily and knowingly assume full responsibility for all risks, whether foreseen or unforeseen, including those arising from my own actions, the actions of others, or the ordinary negligence of Kokanee Krew Outfitters, its owners, agents, employees, and volunteers.

3. Waiver and Release of Liability

In consideration of being allowed to participate in activities conducted by Kokanee Krew Outfitters, I hereby release, waive, discharge, and agree to indemnify and hold harmless the Company, its owners, employees, agents, contractors, and volunteers from any and all claims, demands, causes of action, liability, or costs — including attorney's fees — that may arise from injury, loss, illness, or death as a result of my participation, including those caused by the ordinary negligence of Kokanee Krew Outfitters.

This release does not extend to claims arising from gross negligence, recklessness, or intentional misconduct.

4. Compliance and Right to Refuse Participation

I agree to follow all safety instructions and rules provided by Kokanee Krew Outfitters, whether communicated verbally or in writing. I acknowledge that the Company reserves the right to deny participation to any individual deemed unfit or unsafe to participate.

5. Medical Treatment Authorization

In the event of a medical emergency, I authorize Kokanee Krew Outfitters and its representatives to secure emergency medical treatment deemed necessary. I assume full financial responsibility for all associated medical care and transportation.

6. Jurisdiction and Severability

If the undersigned files a lawsuit against Kokanee Krew Outfitters in connection with fishing and boating activities conducted on National Forest System (NFS) lands, the undersigned agrees to file solely in the State of Utah and agrees that the substantive law of Utah shall apply in that lawsuit, without regard to its conflict of law rules. The undersigned further agrees that if any portion of this agreement is found to be unenforceable, the remaining provisions shall remain in full force and effect.

7. Governmental Entity Release

I further agree to release, indemnify, and hold harmless the State of Utah, the United States Bureau of Reclamation, and the Provo River Water Users Association, including their agencies, departments, officers, employees, agents, sponsors, officials, staff, and volunteers, from any and all liability, claims, demands, actions, or causes of action arising out of or related to my participation in activities with Kokanee Krew Outfitters.

This release extends to any claims brought by my family, estate, heirs, or assigns.

Acknowledgment and Signature

I have carefully read this agreement and fully understand its terms. I understand that I am giving up substantial legal rights, including the right to sue. I am signing this release freely and voluntarily. My participation in the activities is purely voluntary, and I elect to proceed despite the risks. Kokanee Krew Outfitters may use photos and videos of our trip on their website and social media pages.

Participant Name (Print): _____ Participant Signature _____ Date: _____

Participant Name (Print): _____ Participant Signature _____ Date: _____

Participant Name (Print): _____ Participant Signature _____ Date: _____

Participant Name (Print): _____ Participant Signature _____ Date: _____

For Participants Under 18

As the parent or legal guardian of the minor named above, I hereby consent to their participation and agree to all terms of this agreement on their behalf. I further agree to indemnify and hold harmless Kokanee Krew Outfitters from any claims arising out of the minor's participation.

Minor's Name: _____ Date: _____

Parent/Guardian Name (Print): _____ Parent/Guardian Signature _____

Minor's Name: _____ Date: _____

Parent/Guardian Name (Print): _____ Parent/Guardian Signature _____

Minor's Name: _____ Date: _____

Parent/Guardian Name (Print): _____ Parent/Guardian Signature _____