



RELEASE AND WAIVER: Hook'N Eye Sportfishing, LLC is engaged in the business of offering persons the opportunity to participate in boat rides, boat charters and fishing trips for outdoor enthusiasts. I am executing this Release and Waiver (this "Release") in connection with, and as a condition precedent to my participation in and/or my use of any equipment associated with any Covered Activities. I understand that I will not be permitted to participate in any Covered Activities or use any equipment associated with any Covered Activities if I do not sign this Release. I understand that my participation in and/or my use of any equipment associated with any Covered Activities is solely at my discretion and risk. I understand that Covered Activities involve certain elements of danger, such as, by way of example only, slips, trips, falls, changes in weather, equipment failure, lack of adequate training of an employee or operator of Hook'N Eye Sportfishing, LLC and/or any other person participating in a Covered Activity, varying skill levels of persons participating in a Covered Activity, and the negligence or intentional acts of others who may also be participating in a Covered Activity. Accordingly, I voluntarily and knowingly assume the risk of all injuries (and death) that I may incur or suffer in connection with my participating in any Covered Activities. I hereby waive, release, forever discharge and agree to hold harmless and indemnify Hook'N Eye Sportfishing, LLC and each of its employees, officers, managers, members, owners and agents (each a "Releasee") from all claims, causes of action, losses, liabilities, damages and expenses, of any kind or nature, related to or arising out of any injury, death, damage, loss or illness that I may incur or suffer in connection with my participation in and/or my use of any equipment associated with any Covered Activities. I shall not sue or otherwise make any claim against any Releasee in any way related to my participation in and/or my use of any equipment associated with any Covered Activities. I realize that by voluntarily assuming the risks involved I will be solely responsible for any loss or damage I sustain, including personal injuries to me, damage to my property, and all other damages arising out of my injuries or death. Any provision(s) herein found by a court to be void or unenforceable shall not affect the validity or enforceability of any other provisions. This Release shall be binding upon me and each of my heirs, successors, and assigns.

This Release Agreement shall be governed by and construed in accordance with the laws of the State of New York.

I HAVE READ THIS RELEASE AGREEMENT THOUGHLY AND UNDERSTAND THE TERMS. NO ORAL REPRESENTATIONS OR STATEMENTS OR INDUCEMENTS HAVE BEEN MADE TO ME THAT CHANGE, ALTER, OR MODIFY ANYTHING WITHIN THIS RELEASE AGREEMENT AND THAT THE INFORMATION I PROVIDED BELOW IS COMPLETELY TRUE AND ACURATE. I AGREE TO ALL TERMS HEREIN.

DATE: _____

Signature _____

Print Name _____

Signature _____

Print Name _____

Signature _____

Print Name _____

Signature _____

Print Name _____

Signature _____

Print Name _____

Signature _____

Print Name _____