

RELEASE OF LIABILITY

READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS

In exchange for participation in the activity of On the water fishing and all related activities, and off the water activities included in the A1 Angler Development LLC programs. organized by A1 Angler Development, LLC, of 624 Oakcrest Lane, White Lake, Michigan, 48386 and/or use of the property, facilities and services of A1 Angler Development, LLC, I agree for myself and (if applicable) for the members of my family, to the following: I agree to observe and obey all posted rules and

1. AGREEMENT TO FOLLOW DIRECTIONS. warnings, and further agree to follow any oral instructions or directions given by A1 Angler Development, LLC, or the employees, representatives or agents of A1 Angler Development, LLC.

2. ASSUMPTION OF THE RISKS AND RELEASE. I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge A1 Angler Development, LLC for injury, loss or damage arising out of my or my family's use of or presence upon the facilities of A1 Angler Development, LLC, whether caused by the fault of myself, my family, A1 Angler Development, LLC or other third parties.

3. INDEMNIFICATION. I agree to indemnify and defend A1 Angler Development, LLC against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of A1 Angler Development, LLC.

4. FEES. I agree to pay for all damages to the facilities of A1 Angler Development, LLC caused by any negligent, reckless, or willful actions by me or my family.

5. CONSENT. I, _____ of _____, _____, _____, consent to the participation of my _____, _____, in the activity of On the water fishing and all related activities, and off the water activities included in the A1 Angler Development LLC programs., and agree on behalf of the above minor to all of the terms and conditions of this Agreement. By signing this Release of Liability, I represent that I have legal authority over and custody of _____. In the event of an injury to the above minor during the above

6. MEDICAL AUTHORIZATION. In the event of an injury to the above minor during the above described activities, I give my permission to A1 Angler Development, LLC or to the employees, representatives or agents of A1 Angler Development, LLC to arrange for all necessary medical treatment for which I shall be financially responsible. This temporary authority will begin on April 25, 2019 and will remain in effect until terminated in writing by the undersigned or when the

above described activities are completed. A1 Angler Development, LLC shall have the following powers:

a. The power to seek appropriate medical treatment or attention on behalf of my child as may be required by the circumstances, including without limitation, that of a licensed medical physician and/or a hospital;

b. The power to authorize medical treatment or medical procedures in an emergency situation; and

c. The power to make appropriate decisions regarding clothing, bodily nourishment and shelter.

7. APPLICABLE LAW. Any legal or equitable claim that may arise from participation in the above shall be resolved under Michigan law. The parties agree to use the State of Michigan for jurisdiction and the county of Oakland for any disputes between the parties related to this agreement.

8. NO DURESS. I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that A1 Angler Development, LLC has offered to refund any fees I have paid to use its facilities if I choose not to sign this Agreement.

9. ARM'S LENGTH AGREEMENT. This Agreement and each of its terms are the product of an arm's length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.

10. ENFORCEABILITY. The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

11. EMERGENCY CONTACT. In case of an emergency, please call _____
(Relationship: _____) at _____ (Day), or _____
(Evening).

12. Insurance. I understand that I am solely responsible for any medical, health, or personal injury cost relating to my participation in this program. I understand that I am strongly encouraged to have a medical physical examination and purchase health insurance prior to any and all participation in the programs.

13. Acknowledgement of policies and procedures. I acknowledge that I have read, know, and agree to all A1 Angler Development, LLC policies and procedures relating to my or my child's participation in these programs. I understand that safe and proper use of the facilities and equipment is dependent on carefully following these policies and procedures. I agree to comply and abide by all A1 Angler Development, LLC rules, regulations, and policies. I understand A1 Angler Development, LLC reserves the right to terminate my or my child's participation in the programs for any violations of these rules, regulations, codes of conduct, or policies.

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.