

**UNCONDITIONAL FULL GENERAL RELEASE
AND ASSUMPTION OF RISK**

FAST BREAK, INC.
DOING BUSINESS AS:
FAST BREAK BAIT AND TACKLE GUIDE SERVICE
1505 STATE ROAD 78 WEST
OKEECHOBEE, FLORIDA 34974

**NOTICE: BY SIGNING THIS RELEASE, YOU ARE GIVING UP CERTAIN
LEGAL RIGHTS OF YOURSELF AND YOUR DEPENDENT(S) NOW AND IN
THE FUTURE. READ THIS DOCUMENT CAREFULLY.**

I, [REDACTED], being of lawful age, in consideration of being permitted to participate in the activities described herein, on behalf of myself, or dependent (whose name appears at the end of this document) have read, fully understand, and voluntarily agree to the terms contained herein.

[REDACTED] 1. I HEREBY REPRESENT THAT I HAVE READ ALL OF THE TERMS HERETO AND WARRANT THAT I HAVE FULL CAPACITY AND AUTHORITY TO SIGN THIS RELEASE ON BEHALF OF MYSELF, OR MY DEPENDENT AND UNDERSTAND THAT THERE ARE INHERENT RISKS TO THE NATURE OF THE ACTIVITIES DESCRIBED HEREIN. I REPRESENT THAT I AM AT LEAST 18 YEARS OF AGE AND THAT THIS RELEASE NOT ONLY BINDS MYSELF, BUT ALSO MY SPOUSE, AND DEPENDENT. ALL OF THE TERMS IN THIS RELEASE ARE CLEAR AND I FULLY UNDERSTAND THEIR MEANING. THERE IS NO AMBIGUITY TO THIS RELEASE AND I HAVE VOLUNTARILY ENTERED INTO THIS RELEASE WITH FULL KNOWLEDGE THAT I DO NOT HAVE TO SIGN THIS DOCUMENT OR PARTICIPATE IN: FISHING, HUNTING, AND ASSOCIATED ACTIVITIES DESCRIBED HEREIN. I FURTHER AGREE THAT ALL OF THE PROVISIONS OF THIS DOCUMENT ARE CLEAR, CONSPICUOUS AND NOT INCONSISTENT. I UNDERSTAND THAT I HAVE THE OPTION NOT TO SIGN THIS RELEASE AND STILL PARTICIPATE IN THE ACTIVITIES DESCRIBED HEREIN IN EXCHANGE FOR MY PAYMENT OF AN ADDITIONAL \$500.00 per person.

[REDACTED] 2. I understand that this Release concerns the following activities and are not limited to the following: Hunting, including the use, operation, loading and unloading of a firearm; Use of a bow or crossbow; Use of a knife or similar sharp objects and fishing rods and hooks; The loading and unloading of boating vessels, automobiles, ATVs, including fueling; Interaction with and shared environments with wild and dangerous animals and foreign agriculture, trees, botanicals, plants, bugs, and other wildlife. I further understand that there are certain inherent risks associated with such activities including possible mental, emotional and physical injuries (and are not limited to): Tripping and falling; Accidentally or negligently getting shot or wounded by a firearm, knife, fishing hook, or similar sharp objects; Drowning; Falling out of a fishing vessel; Having an allergic reaction or poisonous reaction to a plant, bug or animal; Getting or receiving a cut or wound of any kind; Broken bones; Sprains; Strains; Bruises; Traumatic and closed-head injuries; Paralysis; Heart attacks; Heat exhaustion; And, **loss of life.**

[REDACTED] 3. I, my next of kin, heirs, guardians, representatives, and assigns HEREBY **VOLUNTARILY indemnify AND I personally agree to FREELY ASSUME FULL RESPONSIBILITY AND ASSUME ALL RISK AND LIABILITY AND RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS** FAST BREAK, INC.

("FBI"), its employees, officers, directors, agents, insurers and shareholders, for any and all claims, demands, damages (economic and non-economic), actions, causes of action, suits in equity of whatever kind or nature, attorneys' fees, settlements, medical and court costs, for, negligence, negligent acts, failure to train, failure to warn, failure to timely or properly render first aid or services during and after my participation in those activities expressed herein, breach of contractual agreements, **breach of warranties (express or implied including fitness for any particular purpose)** negligence.

4. This Release contains the entire agreement between the parties hereto and the terms of this Release are contractual and not mere recital.

5. NOTICE TO MINOR CHILD'S GUARDIAN:
READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD OR DEPENDENT, ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY WITH A COMMERCIAL ESTABLISHMENT. YOU ARE AGREEING THAT, EVEN IF FBI USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THE ABOVE ACTIVITIES BECAUSE THERE ARE CERTAIN **INHERENT DANGERS** IN THE ABOVE ACTIVITIES WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM FBI IN A LAWSUIT FOR ANY PERSONAL INJURY INCLUDING DEATH TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THESE ACTIVITIES. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND FBI HAS THE RIGHT TO REFUSE TO LET YOU AND YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

6. I have had the opportunity to read and review this document and have it reviewed by an attorney prior to engaging in any of the activities described herein. I understand that if I did not do so, that is not the fault or responsibility of FBI. I also agree that the activities herein are recreational in nature which are strictly a private concern and do not affect the public interest, and that while there are other fishing and hunting guide tours but I have chosen, after reviewing this Release, to use the services of FBI.

7. In the event that any portion of this Release is held to be invalid or unenforceable, I agree that the remaining provisions shall be given their maximum intended purpose and

effect. I also agree that this Release is intended to be as broad and inclusive as permitted by law.

8. WAIVER OF JURY TRIAL, AGREEMENT TO ARBITRATE, NO INCONSISTENCY, FORUM SELECTION. I agree that should I (and on behalf of my dependent), decide to bring any action based on any action, inaction or negligence of myself or FBI, and those things enumerated in Paragraph 3, that I will do so in Palm Beach County, Florida, through the American Arbitration Association only and not in any state or federal court. I agree that Florida law shall apply and no other state or Federal law shall apply. I also agree that I will be responsible for the entire cost of any arbitration proceeding regardless of the outcome and that I have given up and otherwise surrendered my right (and my dependent's right) to a jury trial. This provision is not inconsistent with any of the other provisions herein and shall only be an active provision should I attempt to have any third party, court, or arbitrator, review, interpret or assess rights and responsibilities pursuant to this Release.

9. I agree to follow the following rules:

- a. I will keep all firearms pointed in a safe direction at all times and will keep my finger off the trigger until I am ready to safely shoot.
- b. I represent and warrant that I know how to use a firearm and I will ask for help if there is something that I do not understand.
- c. I will use the proper ammunition for my firearm.
- d. I will use and wear all necessary protective devices.
- e. I have not consumed any alcohol or drugs prior to going on a guide tour, hunting tour, or fishing tour.
- f. I will be alert at all times for unexpected actions by others and I will report any unsafe behavior.

10. I acknowledge and agree that the intent of this Release, as well as any signed written amendments or modifications to it shall remain in full force and effect from the date of execution and ever after and shall be applicable to each and every occasion that I or my dependents use FBI's services.

I have carefully read this "UNCONDITIONAL FULL GENERAL RELEASE AND ASSUMPTION OF RISK". No other inducement, assurance or guarantee has been made to me in consideration of my signing this Release which I sign on behalf of myself and my dependent voluntarily and of my own free will. I further acknowledge and agree that this Release may be amended or modified only by a writing signed by me and by an authorized agent of FBI.

SIGNATURES APPEAR ON FOLLOWING PAGE

ON BEHALF OF MYSELF AND MY CHILD/WARD WHOSE NAME IS
_____ ,

AND DATE OF BIRTH OF: _____ .

NAME (PRINTED) : _____

NAME (SIGNATURE) : _____

DRIVER'S LICENSE NO. : _____

EMERGENCY CONTACT
(NAME AND TELEPHONE NUMBER) _____

DATE: _____

WITNESS NAME (PRINTED) : _____

WITNESS NAME (SIGNATURE) : _____