

**WAIVER AND RELEASE FROM LIABILITY FOR INVOLVMENT IN EVENT ACTIVITIES**

I, \_\_\_\_\_, HEREBY WAIVE AND RELEASE, indemnify, hold harmless and forever discharge Tomky Fish Farms, LLC, Tracy Tomky, Sabrina Tomky and its agents, employees, officers, directors, affiliates, successors and assigns, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that I ever had or may have, arising from or in any way related to my participation in any of the events or activities conducted by, on the premises of, or for the benefit of, 12190 MCR. X.5, Weldona CO. provided that this waiver of liability does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct.

On behalf of myself, my heirs, assigns and next of kin, I waive all claims for damages, injuries and death sustained to me or my property, that I may have against the aforementioned released party to such activity.

By this Waiver, I assume any risk, and take full responsibility and waive any claims of personal injury, death or damage to personal property associated with Tomky Fish Farms, LLC, Tracy Tomky and Sabrina Tomky, including but not limited to activities undertaken at the facility, using the facility and its equipment in any manner, form or fashion, and practicing and/or engaging in any other related activities on and off the premises.

This WAIVER AND RELEASE contains the entire agreement between the parties, and supercedes any prior written or oral agreements between them concerning the subject matter of this WAIVER AND RELEASE. The provisions of this WAIVER AND RELEASE may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties.

The provision of this WAIVER AND RELEASE will continue in full force and effect even after the termination of the activities conducted by, on the premises of, or for the benefit of all participants, whether by agreement, by operation of law, or otherwise.

I have read, understand and fully agree to the terms of this WAIVER AND RELEASE. I understand and confirm that by signing this WAIVER AND RELEASE I have given up considerable future legal rights. I have signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law. I am 18 year of age or older and mentally competent to enter into this waiver.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

Tomky Fish Farms, LLC  
12190 MCR X.5  
Weldona, CO 80653

Member: \_\_\_\_\_