

RELEASE OF LIABILITY FORM

READ CAREFULLY – THIS AFFECTS YOUR LEGAL RIGHTS

In exchange for participation in the activity of fishing and use of the property at 26202 118th Ave E, Graham, WA 98338, the facilities and services of Mark Rayburn and Christie Rayburn, also known as Mallard Lake Ranch (hereinafter "Rayburn"), I _____ agree for myself and (if applicable) for the members of my family, to the following:

1. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by Rayburn or their representatives.
2. 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 Rayburn for injury, loss or damage arising out of my or my family's use of or presence upon the facilities of the Rayburn property (Mallard Lake Ranch), whether caused by the fault of myself, my family, or other third parties.
3. I agree to indemnify and defend Rayburn against all claims, causes of action, damages, judgements, 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 their property (Mallard Lake Ranch).
4. Any claim relating to this contract, or the breach thereof, shall be settled by arbitration administered by Washington Arbitration and Mediation Service in accordance with its Arbitration Rules, and judgement on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
5. In case of emergency, please call _____ (Relationship: _____) at _____ (Day), or _____ (Evening).

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

Dated: _____

Signature(s): _____
