

ACTIVITY CONTRACT AND RELEASE OF LIABILITY

THIS PROGRAM CONTRACT AND RELEASE OF LIABILITY ("Contract") is entered into this ____ day of _____, 20__, by and between Bass Pro Outdoor World, L.L.P., a Missouri Limited Liability company ("Bass Pro") and _____ ("Parents").

WHEREAS, Bass Pro desires to provide free Kids Fishing;

WHEREAS, Parent(s) desire to register child/ren in the Program;

NOW, THEREFORE, in consideration of the mutual covenants and conditions of this Contract and other good and valuable consideration the receipt of which is hereby acknowledged, the parties agree and provide as follows:

SECTION 1: REGISTRATION OF PARTICIPANT(S).

A. The following listed Participant(s) wish to be involved in the Program:

NAME	AGE
Participant 1 _____	_____
Participant 2 _____	_____
Participant 3 _____	_____
Participant 4 _____	_____
Participant 5 _____	_____

B. For the purposes of Participant safety and accommodating special Participant(s), please answer the following question: Are any of the above-listed Participant(s) ill, mentally handicapped have behavioral problems, are they hyperactive, physically handicapped, disabled, visually impaired or under the influence of prescription drugs? YES _____ NO _____

If Yes, explain fully in the following space (if more space is needed, continue on the back of this page):

SECTION 2: RIGHT TO REFUSE PARTICIPANT(S).

Participant(s) understand and agree that Bass Pro may refuse to allow the participation or limit the extent of participation of any Participant(s) which Bass Pro believes in its sole judgment, may present a safety hazard to themselves, other Participant(s), and/or Bass Pro personnel.

SECTION 3: WARNINGS AND ASSUMPTION OF RISK.

Participant(s) understand that there are inherent elements of risk always present in any such Activity despite all safety precautions. Parent(s) and/or Participant(s) fully accept any and all such risk(s), some examples of which are listed as follows:

1. The Program will not involve a 1 to 1 ratio of adults to children; therefore constant supervision 100% of the time is not possible. Physical injury and/or death can occur when a child is not supervised 100% of the time.

2. All children fail to follow instructions or misbehave to some degree and this is especially true when children are in a group, away from home, exposed to new and exciting experiences and/or their parents are not present to control their activities. A misbehaving Participant or Participant not following instructions presents a risk of personal injury and/or death to all Participants and Bass Pro personnel.

3. The Fishing Equipment being utilized by a Participant may malfunction with resulting physical injury and/or death as a risk.

SECTION 4: RELEASE, INDEMNIFICATION AND LIABILITY.

Parent(s) and/or Participant(s) understand and agree that except in event of Bass Pro's gross negligence, Parent(s) and/or Participant(s) accept full responsibility and agree not to make a claim against or sue Bass Pro for bodily injury, property damage, death, medical and all other financial losses which are sustained by Participant(s) listed above arising from involvement in the Program.

Parent(s) and/or Participant(s) hereby, for themselves, their spouse (if both spouses are not signing), the above-listed Participant(s), their heirs, administrators and assigns, release and discharge Bass Pro and its respective partners, servants, agents, officers and all other Participants of and from all claims, demands, actions and causes of action for same injuries, damages and death. Parent(s) further understand and agree that Participant(s) and/or Parent(s) can be held legally responsible for injuries to Bass Pro's property and also for bodily injury, property damage and death of others which Participant(s) may cause should Participant(s) not act in a prudent manner at all times. Parent(s) and/or Participant(s) further agree to indemnify the above for any and all costs, including reasonable attorney fees, incurred in defending against such claims.

SECTION 5: ENTIRE AGREEMENT/MISSOURI LAW/PARTIAL INVALIDITY.

This document constitutes the final and entire agreement between Bass Pro and Participant (s) and/or Parent(s) concerning the Program. This Contract is delivered, executed, accepted and performed exclusively within the State of Missouri and shall be interpreted and enforced under the laws of Missouri. In the event any term of this Contract shall be determined to be illegal or unenforceable this Contract shall remain in full force and effect as to all other terms.

BY SIGNING BELOW, THE PARTICIPANTS AND/OR PARENT(S) WARRANT THAT THEY HAVE READ AND FULLY UNDERSTAND THAT THIS CONTRACT INCLUDES A RELEASE OF LIABILITY AND WARRANT THAT THEY SIGN THIS DOCUMENT OF THEIR OWN FREE WILL.

Participant(s): _____
Print Name: _____

Parent(s):

Signature of Father: _____
Print Name: _____

Signature of Mother: _____
Print Name: _____

Signature of Authorized Guardian: _____
Print Name _____