

**MAZOUR OUTFITTING COMPANY, LLC
PARTICIPANT SERVICES AGREEMENT**

IMPORTANT LEGAL NOTICE

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE SIGNING.

This is a legally binding contract. By signing this Agreement, you acknowledge that you have read and understand its terms.

This Agreement contains important legal provisions, including:

- Express Assumption of Risk
- Release of Liability
- Express Release of Claims Arising from Ordinary Negligence to the Extent Permitted by Texas Law
- Covenant Not to Sue
- Indemnification Obligations
- Medical Authorization

By signing this Agreement, you are waiving certain legal rights that you may otherwise possess.

If you do not understand this Agreement, consult an attorney before signing.

If you do not agree to these terms, do not participate in the Activity.

**ARTICLE I
DEFINITIONS**

1.1 Company

“MOC,” “Company,” “we,” “our,” and “us” mean Mazour Outfitting Company, LLC, together with its owners, members, managers, officers, employees, fishing guides, agents, independent contractors, volunteers, successors, assigns, insurers, and all persons acting on its behalf.

1.2 Guest

“Guest,” “I,” “me,” and “my” mean the individual participating in the Activity or, where applicable, the parent or legal guardian signing this Agreement on behalf of a minor participant.

1.3 Released Parties

“Released Parties” means MOC and every owner, member, manager, employee, guide, independent contractor, volunteer, agent, landowner, equipment supplier, vehicle owner, vehicle operator, successor, assign, insurer, or other person or entity acting on behalf of MOC.

1.4 Activity

“Activity” means all services, guided fishing trips, kayaking, canoeing, paddling, transportation, equipment use, instruction, and any related recreational activities provided, sponsored, organized, or facilitated by MOC.

ARTICLE II GUEST INFORMATION

Guest Name: _____
Date of Birth: _____
Address: _____
City/State/ZIP: _____
Telephone: _____
Email: _____
Emergency Contact: _____
Emergency Contact Phone: _____
Trip Date: _____
River: _____

ARTICLE III VOLUNTARY PARTICIPATION, FITNESS TO PARTICIPATE, AND ACKNOWLEDGMENTS

I voluntarily choose to participate in the Activity.

I acknowledge that kayaking, canoeing, river travel, fishing, transportation, and outdoor recreation involve inherent risks that cannot be eliminated without fundamentally changing the nature of the Activity.

I represent and warrant that:

- I am physically and mentally capable of participating.
- I have considered any medical condition, physical limitation, allergy, or medication that could affect my ability to safely participate.
- I have not been advised by a physician to avoid this type of activity.
- I am not participating while impaired by alcohol, illegal drugs, or any substance that materially affects my judgment or physical ability.
- If I require an inhaler, EpiPen®, insulin, glucagon, or other emergency medication, I will bring it with me, keep it readily accessible, and inform my guide where it is located.
- I understand that MOC has not evaluated my physical condition and is relying upon my own representations concerning my fitness to participate.

I further acknowledge that I am responsible for maintaining adequate hydration, nutrition, and sun protection throughout the Activity and will promptly notify my guide if I experience illness, injury, dizziness, chest pain, difficulty breathing, or any other condition that may affect my safety or the safety of others.

I understand that my participation is voluntary and that I may decline to participate before the Activity begins.

ARTICLE IV EXPRESS ASSUMPTION OF RISK

I understand that guided kayak fishing, guided canoe fishing, paddling, fishing, river travel, transportation, and other outdoor recreational activities involve inherent risks that cannot be eliminated without fundamentally changing the nature of the Activity.

I understand that participation may expose me to known and unknown risks, including, but not limited to:

- Capsizing or falling from a kayak or canoe;
- Drowning;
- Changing river conditions, currents, submerged objects, and unstable terrain;
- Extreme heat, cold, rain, lightning, flooding, high winds, and other adverse weather;
- Dehydration, heat exhaustion, heat stroke, and other environmental hazards;
- Encounters with wildlife, insects, snakes, fish, livestock, and other animals;
- Injuries caused by fishing hooks, knives, paddles, or other equipment;
- Equipment malfunction or failure;
- Transportation to and from launch sites;
- Delayed emergency medical care due to the remote nature of the Activity;
- The acts or omissions of other participants; and
- Serious bodily injury, permanent disability, emotional distress, property damage, or death.

I understand that not every hazard associated with the Activity can be anticipated, identified, or eliminated. Accordingly, I knowingly, voluntarily, and expressly assume all risks arising from my participation in the Activity, whether such risks are known or unknown, foreseeable or unforeseeable, inherent or otherwise, and whether arising from natural conditions, equipment, the conduct of other participants, or any other cause not prohibited by law.

I acknowledge that my decision to participate is voluntary and is made with full knowledge that serious injury or death may occur despite the exercise of reasonable care by MOC, its guides, or others.

I voluntarily accept and assume full responsibility for all risks associated with my participation in the Activity.

ARTICLE V
RELEASE OF LIABILITY, EXPRESS RELEASE OF CLAIMS ARISING FROM
ORDINARY NEGLIGENCE, COVENANT NOT TO SUE, AND INDEMNIFICATION

In consideration for being permitted to participate in the Activity, I voluntarily agree as follows:

TO THE FULLEST EXTENT PERMITTED BY TEXAS LAW, I HEREBY RELEASE, WAIVE, DISCHARGE, AND HOLD HARMLESS THE RELEASED PARTIES FROM ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO MY PARTICIPATION IN THE ACTIVITY, INCLUDING CLAIMS FOR PERSONAL INJURY, PROPERTY DAMAGE, ILLNESS, EMOTIONAL DISTRESS, WRONGFUL DEATH, OR ANY OTHER LOSS OR DAMAGE.

THIS SECTION IS INTENDED TO SATISFY THE EXPRESS NEGLIGENCE DOCTRINE UNDER TEXAS LAW.

I UNDERSTAND THAT BY SIGNING THIS AGREEMENT, I AM RELEASING CLAIMS AGAINST MOC AND THE RELEASED PARTIES ARISING FROM THEIR OWN ORDINARY NEGLIGENCE TO THE FULLEST EXTENT PERMITTED BY TEXAS LAW.

Without limiting the foregoing, this release expressly includes claims arising from or relating to:

- The planning, organization, or operation of the Activity;
- The selection of routes, launch sites, take-out locations, or fishing locations;
- The hiring, training, supervision, or conduct of guides, employees, or contractors;
- Instructions, supervision, or assistance provided during the Activity;
- The inspection, maintenance, repair, transportation, loading, unloading, or condition of equipment;
- Shuttle or vehicle operations;
- Decisions regarding weather, river conditions, cancellation, continuation, modification, or termination of the Activity;
- Emergency response, rescue efforts, evacuation decisions, or the failure to provide or complete a rescue; and
- Any other act or omission constituting ordinary negligence under Texas law.

Nothing in this Agreement releases any claim that cannot legally be waived under Texas law, including claims arising solely from gross negligence, willful misconduct, fraud, or intentional wrongful acts.

I further agree that I will not file, prosecute, assist, or participate in any lawsuit or other legal proceeding against any Released Party regarding any claim released by this Agreement.

To the fullest extent permitted by law, I agree to defend, indemnify, and hold harmless the Released Parties from any claim, liability, damage, loss, or expense, including reasonable attorney's fees, arising from:

- My negligent or intentional acts or omissions;
- My violation of this Agreement;
- Damage I cause to Company equipment or property;
- Injury I cause to another participant or third party; or
- Any claim brought by or through my family, estate, heirs, or personal representatives arising out of my participation in the Activity.

The releases, waivers, covenant not to sue, and indemnification obligations contained in this Agreement shall survive completion of the Activity and remain binding upon me, my heirs, estate, personal representatives, successors, and assigns.

ARTICLE VI MEDICAL AUTHORIZATION, OPERATIONAL POLICIES, AND GENERAL PROVISIONS

I understand that the Activity takes place in outdoor environments where emergency medical care may be delayed or unavailable.

If I become injured, ill, unconscious, or otherwise unable to make medical decisions, I authorize MOC and its guides to obtain emergency medical care they reasonably believe necessary, including contacting emergency responders, arranging transportation, contacting my emergency contact, and providing basic first aid within the scope of their training. I understand that I am solely responsible for all medical, rescue, evacuation, and related expenses arising from my participation.

I agree to promptly follow all reasonable instructions given by my guide. The guide has the authority to modify, delay, shorten, relocate, suspend, terminate, or cancel the Activity whenever, in the guide's reasonable judgment, doing so is necessary for the safety of participants or others. Failure to follow reasonable safety instructions may result in my removal from the Activity without refund.

I agree to wear a properly fitted United States Coast Guard-approved Personal Flotation Device whenever required by my guide or Company policy.

I understand that I am solely responsible for obtaining any fishing license required by law and for complying with all applicable federal, state, and local laws and regulations.

I understand that fishing is unpredictable and that MOC makes no guarantee regarding weather, river conditions, water levels, wildlife activity, or the number, size, or species of fish that may be caught.

This Agreement shall be governed by the laws of the State of Texas. Any legal proceeding arising from this Agreement or the Activity shall be brought exclusively in the state or federal courts having jurisdiction in Kendall County, Texas, unless otherwise required by law.

If any provision of this Agreement is held unenforceable, the remaining provisions shall remain in full force and effect.

This Agreement constitutes the entire agreement between the parties concerning participation in the Activity and supersedes all prior discussions or representations.

Electronic signatures shall have the same force and effect as original handwritten signatures.

FINAL ACKNOWLEDGMENT

BY SIGNING BELOW, I ACKNOWLEDGE THAT:

- **I HAVE CAREFULLY READ THIS ENTIRE AGREEMENT;**
- **I UNDERSTAND ITS TERMS;**
- **I UNDERSTAND THAT I AM ASSUMING SIGNIFICANT RISKS;**
- **I UNDERSTAND THAT I AM RELEASING CERTAIN LEGAL CLAIMS, INCLUDING CLAIMS ARISING FROM ORDINARY NEGLIGENCE TO THE FULLEST EXTENT PERMITTED BY TEXAS LAW;**
- **I HAVE HAD THE OPPORTUNITY TO ASK QUESTIONS;**
- **I HAVE HAD THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL;**
- **I AM SIGNING THIS AGREEMENT VOLUNTARILY; AND**
- **I INTEND TO BE LEGALLY BOUND BY ITS TERMS.**

I ACKNOWLEDGE THAT I HAVE HAD SUFFICIENT TIME TO READ THIS AGREEMENT AND THAT I AM SIGNING IT FREELY AND VOLUNTARILY.

Guest Name: _____

Signature: _____

Printed Name: _____

Date: _____

Emergency Contact: _____

Emergency Contact Phone: _____

Parent/Guardian (if Guest is under 18): _____

Parent/Guardian Signature: _____

Date: _____