



I, \_\_\_\_\_, affirm that I am 21 years of age or older and a legal resident of the United States, and do hereby absolve BY TAG (15910 E. Venetian Lane, Fountain Hills, AZ 85268) and all divisions, representatives, and agents thereof, from any and all lawsuits, costs of litigation and attorneys fees, judgments claims, demands, actions, causes of action, liabilities, obligations, losses, death, damages, penalties and expenses, including, but not limited to, any and all medical expenses and property damages of any kind of whatever nature, which arise out of or are in any way connected with or relate to any incidences that occur during my trip to and from and all activities in and around San Carlos, Mexico, whether on or off BY TAG - owned property, whether or not injuries or damage were caused by the negligence of BY TAG. I agree not to sue and I agree to give up my legal rights to make claim or file a lawsuit against BY TAG and all officers, partners, managers, and employees of any of the above listed companies and their respective heirs, successors, and assigns, in connection with any and all damage, claims, demands, rights and causes of action of whatever kind or nature, all injuries to person, or damage to property, and excepting only injuries and/or damages as may result from the gross negligence or willful misconduct of BY TAG. I further accept responsibility for any care and/or treatment I should need in case of an emergency. I agree not to hold BY TAG or any of its divisions, representatives, and agents responsible for any type of medical care and/or treatment. I understand, acknowledge, and agree that the activity of travel within Mexico and the activity of deep-sea fishing and all other related activities I am about to voluntarily engage in as a participant and/or spectator is a dangerous activity. I know the risks of this activity can result in injury, death, illness or disease, physical or mental, or damage to myself, to my property or to spectators or other third parties. I understand, acknowledge, agree, and also am aware that conditions may become more dangerous during times I am participating. I agree, covenant, and promise to accept and assume total responsibility and risk for injury, death, illness or disease, or damage to myself, to my property, to spectators, or other third parties and their property arising from my participation in this activity. My activity is purely voluntary, no one is forcing me to participate, and I elect to participate knowing full well the dangers and the risks. I understand and acknowledge that by signing this document, I have assumed total responsibility and legal liability for the claims or legal demands, including defense costs, which may be asserted by spectators or other third parties against me as a result of my participation in this event. I also understand and acknowledge that medical insurance or any other type of insurance coverage will not be provided to me by BY TAG. I certify that I have sufficient health insurance to cover any bodily injury or bodily damage I may incur while participating in this event. If I have no insurance; I certify that I am capable to personally pay for any and all such medical expenses, associated travel expenses, and liabilities. I understand that this is the entire Agreement between myself and BY TAG, all its partners, officers, managers, and employees of any of the above listed companies and their respective heirs, successors, and that it cannot be modified in any way by the representations or statements of any representative of BY TAG or by me. My signature below indicates that I have read this document, understand it completely, and agree that this agreement shall be governed by and enforced according to the laws of the State of Arizona and shall be binding upon and injure to the benefits of the parties, their successors, assigns, and personal representatives.

I, the undersigned, have carefully read the foregoing release and know and understand the contents thereof. I sign this release voluntarily as my own free act with full knowledge of its significance, intending to be legally bound thereby.

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 2008

at \_\_\_\_\_ [City, County and State].

Notary: \_\_\_\_\_ [My Commission Expires] Date \_\_\_\_\_