

ASSUMPTION OF RISK AGREEMENT

This Assumption of Risk Agreement (the "Agreement"), made and entered into on the date appearing below, between the undersigned restaurant, a company organized pursuant to the laws of the State of Louisiana (the "Restaurant"), and the undersigned customer (the "Customer"), who is voluntarily participating in the Louisiana Catch and Cook Program, as set forth in LA. R.S. § 56:317 (the "Program").

Section 1 Assumption of Risk. Customer understands that the Program, by its very nature, includes certain inherent risks that cannot be eliminated regardless of the care taken to avoid harm, injuries or illness. The specific risks vary, but can include hospitalization, long-term disability and catastrophic injuries, including death. CUSTOMER UNDERSTANDS AND APPRECIATES THE RISKS THAT ARE INHERENT IN THE PROGRAM. CUSTOMER HEREBY ASSERTS THAT CUSTOMER'S PARTICIPATION IS VOLUNTARY AND THAT CUSTOMER KNOWINGLY ASSUMES ALL SUCH RISKS. CUSTOMER FURTHER UNDERSTANDS THAT CUSTOMER IS ULTIMATELY RESPONSIBLE FOR CUSTOMER'S OWN SAFETY.

Section 2 Hold Harmless, Indemnity and Release. Customer agrees, for himself/herself, Customer's heirs, personal representatives and assigns, to defend, hold harmless, indemnify and release, the Restaurant, its officers, employees and agents, from and against any and all claims, demands, actions, or causes of action of any sort on account of damage to personal property, personal injury or death which may result from Customer's participation in the Program. This release includes claims based on the negligence of the Restaurant and its officers, employees and agents, but expressly does not include claims based on their intentional misconduct or gross negligence. CUSTOMER UNDERSTANDS THAT BY AGREEING TO THIS CLAUSE CUSTOMER IS RELEASING CLAIMS AND GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE.

Section 3 Compliance with Laws. Customer represents and warrants that Customer has been and remains in compliance with the requirements of LA. R.S. § 56:317, including, but not limited to, the following: (a) the Seafood was legally taken by a licensed recreational fisherman and the Seafood will be consumed by CUSTOMER, who is said fisherman or a member of his or her party; (b) the Seafood has been appropriately cleaned, filleted, placed in clean, food-grade, single-service packaging, and properly refrigerated; (c) the Seafood is fresh; and (d) the Seafood is properly labeled with the date and time of the catch and the name of the recreational fisherman who took the Seafood.

Section 4 Succession; Assignment; Governing Law. This Agreement shall bind Customer's heirs, agents, assigns, executors and administrators and shall inure to the benefit of the successors and assigns of Restaurant. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Louisiana, without regard to its choice of law provisions.

Agreed to and signed this _____ day of _____, _____ at _____, Louisiana.

(Print Name)
On behalf of Restaurant

(Print Name)
Customer