

Release and Indemnity Agreement

This Release and Indemnity Agreement ("Release") is voluntarily and knowingly entered into by the undersigned participant ("Participant") for the benefit of CONCORD FEED & FUEL, INC., a California corporation, and its owners, employees, agents, volunteers, officers, and directors (collectively, "Provider").

1. This Release is a full release and indemnity agreement whereby Participant is assuming any and all inherent risks, known and unknown, involving Participant's participation in a trip to Japan and koi shopping experience known as the "Tatagoi Challenge" (the "Activity"), and releasing and indemnifying Provider from any liability as a result of Provider's acts, errors or omissions related to the Activity.

2. The Activity involves or may involve inherently dangerous activity including without limitation air travel, travel in unfamiliar surroundings in a foreign country and other potentially dangerous activity. Participant is informed and understands that:

- a) There are significant risks and dangers involved in traveling overseas;
- b) These risks, and others, may not be anticipated, controlled, or eliminated by Provider and, further, Provider has no duty to do so; and
- c) These risks and activities in general, and the acts, errors or omissions of Provider, if any, related to the Activity, can cause property damage, bodily and personal injury, illness, paralysis, and/or death (any or all of which, "Damages") to Participant or members of Participant's family.

3. In consideration of Participant's participation in the Activity, Participant hereby completely and forever releases, acquits and discharges, Provider, their successors, personal representatives and assigns, of and from any and all actions, claims, demands, obligations, causes of action, damages, costs, loss of services, expenses, attorneys' fees, and compensation of any kind or nature whatsoever (any or all of which, "Losses") on account of or in any way growing out of, or which in the future may result from, any Damages to Participant or members of Participant's family as a result of participation in the Activity or Provider's acts, errors or omissions. This Release includes, but is not limited to, all claims or causes of action whether based on tort, contract, or any other theory of recovery, which Participant now has or which may hereafter accrue or may otherwise be acquired on account of or may in anyway grow out of the Activity including, but not limited to, any and all claims for emotional distress, loss of consortium, loss of companionship, loss of income, bodily or personal injury to Participant or members of Participant's family, or any wrongful death claim or punitive damage or any other claim of Participant's representatives or heirs which have resulted or may result from the Activity and/or the acts, errors or omissions of Provider. Participant hereby waives forever the provisions of Section 1542 of the California Civil Code which reads as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially effected his settlement with the debtor."

4. Participant also agrees to fully indemnify and hold forever harmless Provider against Losses from any and all claims, demands, or actions which may hereinafter or at any time be made or brought against Provider by any person or entity who has made, or agreed to make payments on Provider's behalf for any medical expenses or any other obligations incurred by Participant as a result of any Damage to Participant or any members of Participant's family arising out of the Activity. Participant further agrees to indemnify and hold forever harmless Provider against any Losses from any and all further claims, demands, or actions which may hereinafter or at any time be made or brought against Provider by any person or entity who claims any Damages, or who asserts a claim as a result of any Damages to Participant or members of Participant's family arising out of the Activity.

5. Participant further agrees to fully indemnify and hold forever harmless Provider from any Losses on account of or in any way growing out of, or which in the future may result from any Damages to any person, including minors and incompetents, over whom and for whom Participant has custody, control, and/or other legal responsibilities.

6. Participant acknowledges and agrees that Participant's participation in the Activity is completely voluntary and Participant acknowledges all risks, known and unknown, accepts all risks, known and unknown, and assumes full responsibility for all risks, known and unknown, including, but not necessarily limited to, those risks identified in this Release and acknowledges and accepts full responsibility for all Damages to Participant and/or members of Participant's family. Further, Participant represents:

- a) Participant has completely and fully read this Release, agrees to its terms, has been given ample opportunity to seek legal counsel to review and advise Participant as to the legal effect of this Release and has been provided additional opportunities to ask questions and make inquiries of Provider regarding this Release;
- b) Participant warrants and represents he/she has no medical problems which might interfere with Participant's participation in the Activity;
- c) Participant accepts and assumes the risks and legal responsibilities for any and all injuries and damages which may result from those risks associated with participation in the Activity;
- d) Participant warrants and represents that he/she can fulfill any physical requirements involved with the Activity;
- e) Participant understands that the presence of Provider's personnel is no assurance of Participant's safety or lessens any risks assumed by Participant; and
- f) Participant warrants and represents that he/she has obtained adequate medical/disability/life insurance or other monies to cover losses to himself or others.

7. This Release shall be governed by the laws of the State of California. This Release shall not be canceled, modified, or changed in any manner except by the written agreement of both Provider and Participant. The invalidity of any portion of this Release shall not affect the validity of the remainder of this Release.

THE UNDERSIGNED PARTICIPANT(S) HAS (HAVE) READ AND FULLY UNDERSTAND(S) THIS RELEASE, WHICH MUST BE COMPLETELY SIGNED AS INDICATED AND RETURNED BEFORE ANY FURTHER PARTICIPATION IN THE ACTIVITY.

PRINT NAME _____ SIGNATURE _____

Date _____

PRINT NAME _____ SIGNATURE _____

Date _____