

Waiver & Release of Liability Claims and Assumption of Risk Acknowledgement

ALL PATRONS of SHALLOW WATER GUIDE SERVICE must complete the waiver form before the beginning of any fishing.

I hereby acknowledge that participating in fishing activities presents a risk of personal injury, death and damage or loss of personal property which may result from, but is not limited to the following: fishing and/or wading in or around lakes, ponds, reservoirs or other bodies of water, boarding and un-boarding of watercrafts, natural hazards including, but not limited to lightning storms and other adverse weather conditions; domestic or wild animals; fire; travel either on foot or in a vehicle in unfamiliar terrain or over fences and other structures, artificial and natural obstructions and unimproved roads, the consumption of provisioned or other food and beverages as well as traveling in company-owned vehicles.

I hereby acknowledge and recognize the =xistence of these risks, and ASSUME ALL RISKS COMPLETELY, and agree that I SHALL HOLD HARMLESS AND TAKE NO ACTIONS OR SUITS, FOR DEBTS, DUES, SUMS OF MONEY, CLAIMS OR DEMANDS WHATSOEVER AT LAW OR IN EQUITY AGAINST SHALLOW WATER GUIDE SERVICE and its owners, agents, officers and employees, his or her heirs, executors, assigns, administrators, property or other guides or aides for injury, death, property damage or loss associated with relating to or arising from those risks enumerated above or otherwise that occur while I am participating in any stage of a fishing package trip(s) with said guide or charter service.

I understand and acknowledge that by signing this document that I have given up certain legal rights and/or possible claims which I might otherwise assert or maintain against SHALLOW WATER GUIDE SERVICE, and its owners, agents, officers and employees. These rights are specifically, but not limited to, rights arising from claims or demands for acts of omissions or negligence in any degree of SHALLOW WATER GUIDE SERVICE, their guides, aides and all other related persons or entities. Under no circumstances will SHALLOW WATER GUIDE SERVICE and its owners, agents, officers and employees be held liable for damages in excess of the price of the trip.

I understand that this contract reflects our entire agreement and that my signature indicates that I have read and understand this document and that I have signed this document of my own free will.

I understand that this waiver applies to any and all trips I participate in with SHALLOW WATER GUIDE SERVICE and its owners, agents, officers and employees. I further state that I am of lawful age to sign this release and waiver =greement or that I am signing it on behalf of a minor for whom I legally responsible.