



## RELEASE AND WAIVER OF LIABILITY AGREEMENT

### PLEASE READ CAREFULLY BEFORE BOOKING YOUR TRIP:

Fishing and boating are potentially dangerous activities. Shallow Worx Guide Service adheres to the highest safety and training standards but there are inherent risks which we cannot control and cannot be eliminated. You must be aware of these risks before you take a trip with us.

### THIS IS A RELEASE OF LIABILITY AND A WAIVER OF CERTAIN LEGAL RIGHTS

I, the undersigned, in consideration of the service of Shallow Worx Guide Service, its officers, employees, contractors, agents or representatives, hereby agree to release and hold harmless FCS Services LLC dba Shallow Worx Guide Service, or any affiliate companies on behalf of myself, my heirs, assigns, personal representative and estate as follows: I understand and acknowledge that the activity I am about to voluntarily engage in as a participant bears certain known risks and unanticipated risks which could result in injury, death, illness or disease, physical or mental damage, or damage to myself, to my property, or to spectators or other third parties.

The following describes some, but not all, of those risks. Risks include, but are not limited to: death, drowning, bodily injury, sunburn, dehydration, insect or animal bites, encounters with wildlife, and other harm which may be encountered in participating in wading, boating, kayaking, guided and unguided fishing, and those activities associated therewith. I expressly agree and promise to accept and assume all responsibilities and risk of injury, death, illness or disease, or damage to myself, to others, or to my property, arising from my participation in this activity. In signing this document, I fully recognize that if anyone is hurt or property is damaged while I engage in this event, I will have no right to make claim or file a lawsuit against FCS Services LLC dba Shallow Worx Guide Service, or any affiliate companies or its officers, agents, contractors, or employees.

**PHYSICAL HEALTH:** To the best of my knowledge I, the client, have no physical restrictions which would prohibit my participation in any-and-all activities offered by FCS Services LLC dba Shallow Worx Guide Service, or any affiliate companies, including fishing, boating, kayaking, boarding or disembarking the vessel, or consuming food or beverage prepared by the outfitter or their representatives. I certify that I have sufficient health, accident, and liability insurance to cover any bodily injury or property damage I may incur while participating in this event and to cover bodily injury or property damage caused to a third party as a result of my participation in this event. If I have no insurance, I certify that I am capable of personally paying for any, and all such expenses or liabilities. Should any emergency medical services become necessary to me or any minor I have authorized to participate, I agree that I will not hold Shallow Worx Guide Service liable regarding the provision of medical and/or emergency care or the adequacy of any such care. Shallow Worx Guide Service reserves the right to decline service to any person it deems incapable of meeting the requirements of participating in fishing related activities.

**PERSONAL FLOATING DEVICES (PFD)/LIFE JACKETS:** I acknowledge that Shallow Worx Guide Service will provide life jackets for me and any minor accompanying me, and I/we are advised to wear it at all times while on the vessel, at the marina, launch area, or when otherwise instructed to do so. Failure to do so is at your own risk. In a motorboat under power, appropriate PFD must be worn at all times without exception. For Kayak Trips Specifically - Shallow Worx Guide Service **REQUIRES** all anglers on guided trips to wear a properly fitted and serviceable USCG approved PFD at all times while on the water.

**RELEASE & ACKNOWLEDGEMENT OF RISK:** I understand and acknowledge that the activity I am about to voluntarily engage in as a participant bears certain known and unanticipated risks as described in this document expressly agree and promise to accept and assume all responsibilities of all risks while I engage in this event and agree that I will have no right to make claim or file a lawsuit against FCS Services LLC dba Shallow Worx Guide Service, or any affiliate companies, its officers, contractors, agents, or employees. By signing this Agreement, I, myself, or as parent or guardian of any accompanying minor, unconditionally release and hold harmless Shallow Worx Guide Service and/or their representatives against and for all liability, cost, expenses, claims and damages for which the guide might otherwise become liable by reason of any accident, illness or injuries to, or death of, any persons, or damage to property or both, in any manner arising or

resulting from, caused by, connected with or related to the participation in any activity or service offered by Shallow Worx Guide Service, regardless of how, where, or when such injury, illness, death or damage occurs even if caused by the negligence of the guide, its agent, contractor, or employees, or due to conditions, defects in the vessel, equipment or activities.

COVID-19 STATEMENT: In light of the global COVID-19 pandemic, Shallow Worx Guide Service is taking all possible precautions and will continue to follow local and state regulations. You understand and acknowledge that there may be a risk of exposure while participating in this voluntary activity and unconditionally release and hold harmless Shallow Worx Guide Service for any matters related to COVID-19.

I agree and acknowledge that I have read and fully understand the contents of this entire document, understand that it affects my legal rights, and agree to be bound by its terms. I, the client, understand all its terms and that it shall be effective and binding upon myself, my respective heirs, successors and assigns. I execute it voluntarily with full knowledge of its significance.

**PARTICIPANT**

First Name	Last Name	Phone Number	Date of Fishing Trip
Street Address		City, State	Zip
If Participant is under 18, Name of Parent or Legal Guardian		Signature	Date
<input type="checkbox"/> By checking this box I am affirming my signature and Agreement to the Terms of this Release and Waiver of Liability.		Signature	Date



Shallow Worx Guide Service  
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