

Waiver And Release Agreement

Please read carefully before signing.

This is a release of liability and waiver of certain legal rights.

In consideration for my being permitted to participate in the activities of kayaking, stand up paddle boarding, kayak/SUP fishing, and all related activities. I agree to the following Waiver and Release:

I acknowledge that kayaking, stand up paddle boarding, kayak/SUP fishing, and all related activities have inherent risks, hazards, and dangers for anyone, that cannot be eliminated, particularly in a wilderness environment. I UNDERSTAND THAT THESE RISKS, HAZARDS, AND DANGERS INCLUDE WITHOUT LIMITATION:

1. The risk of injury from the use of kayak and related equipment;
2. The risk of injury from the use of hooks, and all other fishing related equipment, and being in the proximity of others using hooks and fishing related equipment.
3. The risk of injury while kayaking/paddle boarding in remote National Forest areas.
4. The risk of injury from wildlife, stinging/biting insects, and plants.
5. Inclement weather conditions.

I understand the risks, hazards, and dangers of kayak fishing and have had the opportunity to discuss them with _____, agent of Smoky Mountain Kayak Fishing. I understand that these activities may require good physical conditioning and a degree of skill and knowledge. I believe I have that good physical conditioning and the degree of skill and knowledge necessary for me to engage in these activities safely. I understand that I have responsibilities. My participation in this activity is purely voluntary. No one is forcing me to participate and I elect to participate in spite of the risks. I AM VOLUNTARILY USING THE SERVICES OF SMOKY MOUNTAIN KAYAK FISHING LLC WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS, OR DEATH.

Lastly, I, for myself, my heirs, successors, executors, and subrogates, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS Smoky Mountain Kayak Fishing LLC their directors, officers, agents, employees, and volunteers from and against any and all claims, actions, causes of action, liabilities, suits expenses (including reasonable attorney's fees) which are related to, arise out of, or are in any way connected to my participation in this activity including, but not limited to, NEGLIGENCE of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me or my property as a result of my engaging in these activities or the use of these services or equipment, whether such damage, loss, injury, or paralysis, or death results from negligence of Smoky Mountain Kayak Fishing LLC or from some other cause. I, for myself, my heirs, my successors, executors, and subrogates, further agree not to sue Smoky Mountain Kayak Fishing LLC as a result of my injury, paralysis, or death suffered in connection with my use and participation in the activities of kayaking, stand up paddle boarding, kayak/SUP fishing, and all related activities.

I HAVE CAREFULLY READ < CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE AGREEMENT

Date

Signature

Print Name

Mailing Address

City

State

Zip Code

Phone

E-Mail