## STOCKTON MISSOURI BASS FISHING

## FISHING GUIDE TRIP WAIVER AND RELEASE

In regards to my participation in today's guided fishing trip, I agree to following Waiver and Release.

I acknowledge that fishing has inherent risks, hazards, and dangers for anyone. These cannot be eliminated, particularly around an aquatic environment. I UNDERSTAND THAT THESE RISKS, HAZARDS, AND DANGERS INCLUDE WITHOUT LIMITATION:

- Drowning while engaged in boating, fishing and wading
- Injuries received from mechanical and moving boat parts
- Injuries received from fishing equipment and tackle
- Injuries received from others, including my guide, using fishing equipment
- Injuries received from encounters with wildlife, insects and fish.
- Injuries received from exposure to the sun, lightning, wind, weather and elements
- The absence of rapid medical attention/emergency response

I understand the risks, hazards and dangers of fishing and have had the opportunity to discuss them with a representative of Stockton Missouri Bass 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 have 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 spite of the risks.

I AM VOLUNTARILY USING THE SERVICES OF STOCKTON MISSOURI BASS FISHING WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS, DISABILITY OR DEATH.

Lastly, I, for myself, my heirs, successors, executors and subrogees, hereby KNOWINGLY AND INTENTIONALLY WAIVE SAND RELEASE, INDEMNIFY AND HOLD Stockton Missouri Bass Fishing (SMBF) Guide Service, its owners, guides 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 with 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

damage, loss, injury, paralysis, disability or death to me or my property as a result of my engaging in these activities or the use of these services, property or equipment, whether such damage, loss, injury, paralysis, disability or death results from negligence of SMBF Guide Service, its owners, guides and volunteers or from some other cause. I, for myself, my heirs, my successors, executors and subrogees, agree not to sue SMBF Guide Service its owners, guides and volunteers as a result of any

injury, paralysis, disability or death suffered in connection with my use and participation in the activities of today's guided fishing trip. I also understand and agree that any damage that is caused by negligence by myself or the person(s)/ individual(s) in my party to any and all property of SMBF Guide Service will be replaced at my (the signee's) expense to the full amount/value of the property damaged to be determined by SMBF Guide Service.

I give permission to use digital photos on this business' commercial website

YES NO

Date:\_\_\_\_\_

Signature:\_\_\_\_\_

Printed Name:\_\_\_\_\_Phone:\_\_\_\_\_

Address:\_\_\_\_\_

City, State, Zip:\_\_\_\_\_