

## **Creekside Outfitters LLC.**

### **WAIVER AND RELEASE AGREEMENT** (please read carefully before signing)

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

I, the undersigned, in consideration of the guide service of Creekside Outfitters LLC hereby agree to the following Waiver and Release: I acknowledge that the activities that I am about to voluntarily engage in bears certain inherent unanticipated risks, hazards, and dangers, that cannot be eliminated, particularly in a wilderness outdoor environment. I UNDERSTAND THAT THESE RISKS, HAZARDS, AND DANGERS INCLUDE WITHOUT LIMITATION:

- Water hazards associated with boating, fishing, wading, and walking/hiking on any lake, stream, river, or other form of terrain.
- Injuries from fishing equipment and other participants
- Encounters with wildlife, animals, insects, and any other outdoor creatures
- Extreme Temperatures (cold and hot)
- Sunburn/frostbite/dehydration
- Inclement weather conditions and unavailability of immediate medical attention in the wilderness in case of injury
- Falling in/out or on/off the boat, dock, and fishing equipment.
- Injury or Death from fish and the bones/fins that associate with them

I understand the risks, hazards and dangers of fishing and have had the opportunity to discuss them with a Creekside Outfitters LLC representative. I understand that these activities may require good physical conditioning and a degree of skill and knowledge. To the best of my knowledge I, the client, have no physical restrictions which would prohibit my participation in any activity offered by Creekside Outfitters LLC. My participation in these activities is purely voluntary. Nobody is forcing me to participate, and I elect to participate despite the risks. I AM VOLUNTARILY USING THE SERVICES of Creekside Outfitters LLC AND WITH FULL KNOWLEDGE OF THE RISKS, HAZARDS, AND DANGERS ASSOCIATED WITH THE ACTIVITIES LISTED ABOVE. I HEREBY ACCEPT ANY AND ALL RISKS OF INJURY, DEATH, ILLNESS, DISEASE, PHYSICAL OR MENTAL DAMAGE, TO MYSELF, PROPERTY, OR TO SPECTATORS OR OTHER THIRD PARTIES.

**LIFE JACKETS:** I acknowledge that Creekside Outfitters LLC will provide life jackets in the boat for me and any minor accompanying me. We are advised to wear it but failure to do so is at my/our own risk.

**CLEANING OF FISH:** All cleaning of fish is done in good faith; however, Creekside Outfitters LLC will not be held responsible for any bones, fins, or other fish remains that accidentally get left behind. I, the client is responsible for keeping meat fresh once the trip has concluded and will not hold Creekside Outfitters LLC responsible for any injury, death, or illness involving fish fillets or whole fish.

**RELEASE AND ACKNOWLEDGEMENT OF RISKS:** I KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS Creekside Outfitters LLC guide service, their directors, representatives, agents, employees, and volunteers from and against any claims or lawsuits. By signing this Agreement, I, myself, or as parent or guardian of any accompanying minor, unconditionally release and hold harmless Creekside Outfitters LLC 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 Creekside Outfitters LLC, 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.

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.

Date:

Trip name:

Print and Sign here:

