

Cajun Bow Fishing Adventures 175 Belle Oak Dr. Brandon MS 39042 601-955-0507 Phillipsmith.bis@gmail.com Owner and Operator: Phillip Smith

PLEASE READ CAREFULLY BEFORE CONSIDERING A TRIP WITH US AT CAJUN BOW FISHING ADVENTURES.

Fishing and boating are potentially dangerous activities. <u>Cajun Bow Fishing</u> <u>Adventures</u> 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 Cajun Bow Fishing Adventures, its officers, employees, contractors, agents or representatives, hereby agree to release and hold harmless Cajun Bow Fishing Adventures 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 Bow fishing wading, boating, guided and unguided fishing, pulled into the water by wildlife, shooting guns of any kind 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 <u>Cajun</u> Bow Fishing Adventures contractors, or employees. If Alcohol is consumed by my party on this trip I assume responsibility for my action.

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 Cajun Bow Fishing Adventures, including shooting guns, bow fishing, fishing, boating, boarding or disembarking the vessel, or consuming food, alcohol beverage 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 emergency medical services become necessary to me or any minor I have authorized to participate, I agree that I will not hold **Cajun Bow** Fishing Adventures liable regarding the provision of medical and/or emergency care or the adequacy of any such care. Cajun bow fishing adventures reserves the right to decline service to any person it judges incapable of meeting the requirements of participating in fishing related activities. PERSONAL FLOATATION DEVICES/LIFE JACKETS: I acknowledge Cajun Bow Fishing Adventures 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 or launch area, or when otherwise instructed to do so.



Failure to do so is at my/our own risk and won't be at the fault of the

captain.RELEASE & ACKNOWLEDGEMENT OF RISK: Lunderstand 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 Cajun Bow Fishing Adventures, or 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 Cajun Bow fishing adventures 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 Cajun Bow fishing adventures, 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. I, am liable for any equipment that is broken while getting into, out of, or bow fishing with while on this trip. I assume all responsible and will repay full cost of the bow or equipment that is lost or damaged.

Print

Sign

Date

If Participant is under 18, Name of Parent or Legal Guardian who is Agreeing: First Name Last Name