Waiver Form

A black and white logo with a duck and an object

Description automatically generatedMandatory Waiver Form for Fly and Fowl Guide Service LLC

WAIVER FORM & USER PARTICIPATION AGREEMENT

Operations territories Including but not limited to Oregon and California

For Guided Fly Fishing and Hunting Trip Participants

This waiver form is a necessity to be signed for participation. In consideration of Fly & Fowl Guide Service LLC (henceforth, FFGS) furnishing services and/or equipment to enable me to participate in fly fishing activities. We/I fully understand and acknowledge that outdoor recreational fly fishing and hunting activities have. Firstly, inherent risks, dangers, hazards and such exist in my participation in outdoor activities. Secondly, participation in such activities and /or use of such equipment may result in injury or illness. Including, but not limited to, bodily injury, disease, strains, fractures, partial and/or total paralysis, and death. Any type of ailments that could cause serious disability. Thirdly, these risks may be caused by the negligence of the employees, and/or volunteers of FFGS. This includes the negligence of the participants. Negligence of others, accidents, breaches of contract, the forces of nature, or other causes. waiver form

Risks and dangers may arise from foreseeable or unforeseeable causes. Including, but not limited to, decision-making, misjudged terrain, weather, route location, and elevation level. Others include risks of hypothermia, hazards, and dangers that are integral to recreational activities. Fly Fishing and hunting takes place in a wilderness, outdoor, or recreational environment. Fourthly, my participation in these activities and/or use of equipment. I hereby assume all risks and dangers and all responsibility for any losses and/or damages. Regardless of whether caused in whole or in part by the negligence or other conduct of the employees, officers, volunteers, or agents of FFGS.

COVID-19 SAFETY INFORMATION

While participating in events held or sponsored by FFGS, consistent with CDC guidelines, participants are encouraged to practice hand hygiene, and “social distancing” and wear face coverings to reduce the risks of exposure to COVID-19. Because COVID-19 is extremely contagious and is spread mainly from person-to-person contact, FFGS has put in place preventative measures to reduce the spread of COVID-19. However, FFGS cannot guarantee that its participants, volunteers, partners, or others in attendance will not become infected with COVID-19.

In light of the ongoing spread of COVID-19, individuals who fall within any of the categories below should not engage in ACS events and/or other face-to-face fundraising activities. By attending an ACS event, you certify that you do not fall into any of the following categories:

1. Individuals who currently or within the past fourteen (14) days have experienced any symptoms associated with COVID-19, which include fever, cough, and shortness of breath among others;

2. Individuals who have traveled at any point in the past fourteen (14) days either internationally or to a community in the U.S. that has experienced or is experiencing sustained community spread of COVID-19; or

3. Individuals who believe that they may have been exposed to a confirmed or suspected case of COVID-19 or have been diagnosed with COVID-19 and are not yet cleared as non-contagious by state or local public health authorities or the health care team responsible for their treatment.

EXPRESS ASSUMPTION OF RISK FOR WAIVER FORM

I, on behalf of myself, my personal representatives, and my heirs hereby. Voluntarily agree to release, waive, discharge, hold harmless, defend, and indemnify FFGS. Its officers, employees, volunteers, and agents from any and all claims. Including actions or losses for bodily injury, property damage, wrongful death, loss of services. Whatsoever may arise out of my use of recreational equipment. I specifically understand that I am releasing, discharging, and waiving any claims or actions. Which I may have presently or in the future for the negligent acts or other conduct. This applies to the officers, employees, volunteers, or agents of Fly and Fowl Guide Service LLC. In the event of any dispute that may arise out of this agreement or otherwise between the parties. The venue in which FFGS is a party shall be entered into in the County of Butte, California.

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist;

2. I knowingly and freely assume all such risks related to illness and infectious diseases, such as COVID-19, even if arising from the negligence or fault of the Released Parties; and

3. I hereby knowingly assume the risk of injury, harm, and loss associated with the Activity, including any injury, harm, and loss caused by the negligence, fault, or conduct of any kind on the part of the Released Parties.

RELEASE OF LIABILITY

As a parent or legal guardian of a participant under 18 years of age, I have read and voluntarily agreed that said minor may participate in this activity, and I sign this release on their behalf. In addition, I give FFGS, its officers, agents, volunteers, and employees permission to treat said minor in case of illness, injury, emergency, or accident. In the event, should emergency medical services become necessary for the undersigned participant? These expenses are the sole responsibility of the participants and not those of FFGS.

In addition, I further understand that FFGS may use any image or likeness of me for their promotional or other business purposes. I waive any right to my likeness or image recorded during or contemporaneously with my outing with FFGS.

READ BEFORE SIGNING – ALL PARTICIPANTS DO SO VOLUNTARILY

FFGS reserves the right to accept or deny service to any person. I hereby agree to follow all rules, regulations, and instructions of FFGS staff. Accordingly, I agree and am aware that as a condition of being allowed to participate in the activities of FFGS. For example, we/I will not consume any alcoholic beverages or other substances. For instance, but not limited to any drugs or medication which would impair my senses. This includes before or while participating in any recreational activities. I hereby agree to wear all safety equipment provided during the recreational activity. In summary, this waiver certifies that I and any minor on whose behalf I am signing are physically and mentally capable of participating in these activities.

We/I HAVE READ THE WAIVER AND RELEASE AND BY SIGNING IT AGREE. IT IS MY INTENTION TO EXEMPT AND RELIEVE FLY AND FOWL GUIDE SERVICE LLC AND ANY/ ALL PROPERTY OWNERS/ AFFILIATES OF ANY/ ALL LIABILITY. FOR ACTIONS OF PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

This is a release of liability. Do not sign this release if you do not understand or do not agree with its terms.

Each Adult participant must sign an individual waiver form

Name \*(ADULT)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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