

## Southern Pines Guide Service

### FISHING RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT.

Please read and be certain you understand the implications of signing. Express Assumption of Risk Associated with FISHING and Related Activities I, \_\_\_\_\_ (*Print Name*) do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with FISHING activities, transportation of equipment related to the activities, and traveling to and from activity sites in which I am about to engage. Inherent hazards and risks include but are not limited to:

1. Risk of injury from the activity and equipment used in FISHING is significant including the potential for permanent disability and death.
2. Possible equipment failure and/or malfunction of my own or others' equipment which may have been rented, borrowed or personally owned.
3. My own negligence and/or the negligence of others, including employees, agents, independent contractors or representatives of Southern Pines Guide Service, including but not limited to operator error.
4. Hazards related to fishing from a vessel and/or from other fishing sites which include but are not limited to: collision, capsizing, sinking, or other hazards that may result in wetness, injury, exposure to elements, hypothermia, impact of the body upon the water, injection of water into my body orifices, marine life forms, and/or drowning.
5. Cold weather and heat related injuries and illness including but not limited to frostnip, frostbite, heat exhaustion, heat stroke, sunburn, hypothermia and dehydration.
6. Exposure to outdoor elements, including but not limited to avalanche, rock fall, inclement weather, thunder and lightning, severe and/or varied wind, temperature and all other weather conditions.
7. Attack by or encounter with insects, reptiles, and/or animals.
8. Accidents or illness occurring in remote places where there are no available medical facilities.
9. Fatigue, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.
10. My sense of balance, physical coordination, and ability to follow instructions.

\* I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death. Release of Liability, Waiver of Claims and Indemnity Agreement In consideration for being permitted to participate in any way in FISHING and related activities, I hereby agree, acknowledge and appreciate that:

1. I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, the following named person or entities, herein referred to as releasees: Southern Pines Guide Service.

2. To release the releasees, their officers, directors, employees, representatives, agents, and volunteers, and vessels from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releasees or otherwise. By executing this document, I agree to hold the releasees harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of engaging in the above activities.

3. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the releasees, other than what is set forth in this agreement. This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable. I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, AND I FULLY UNDERSTAND ITS TERMS AND UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

**THE PARENT OR GUARDIAN HAS READ AND VOLUNTARILY SIGNS THE WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT AND DOES SO VOLUNTARILY AND WITH THE UNDERSTANDING THAT SUBSTANTIAL RIGHTS ARE BEING GIVEN UP. I/WE FURTHER ACKNOWLEDGE THAT FAILURE TO WITNESS OR NOTARIZE THIS AGREEMENT SHALL NOT AFFECT ITS VALIDITY.**

**I HAVE READ THIS RELEASE**

1. \_\_\_\_\_ Father/Mother/Guardian \_\_\_\_\_  
Parent or Guardian (Signature) (Circle One) Date

I represent that I have sole legal custody or am the sole parent/guardian  
(Initial)

2. \_\_\_\_\_ Father/Mother/Guardian \_\_\_\_\_  
Parent or Guardian (Signature) (Circle One) Date

Printed Name of MINOR Participant: \_\_\_\_\_

D.O.B. \_\_\_\_\_

Printed Name of Parent or Guardian: 1.

\_\_\_\_\_

Printed Name of Parent or Guardian: 2.

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Tennessee Fishing License number if applicable

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Date

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