

Activity Waiver & Release

This Activity Waiver & Release (this "Agreement") dated this _____ day of _____, _____

Between:

_____ of _____

(the "Participant")

OF THE FIRST PART

AND

Women's Fly Fishing Tennessee & Southern Pines Guide Service of 131 Fiery Gizzard Rd Tracy City, TN 37387

(the "Activity Provider")

OF THE SECOND PART

IN CONSIDERATION OF the covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties to this Agreement agree as follows:

Consideration

1. Being of lawful age or the legal parental guardian of the Participant giving permission to participate and in consideration of being permitted to participate in the activity described below, the Participant or the legal parental guardian of the Participant giving permission to participate releases and forever discharges the Activity Provider, the Activity Provider's spouse, heirs, executors, administrators, legal representatives and signs all manner of actions, causes of action, debts, accounts, bonds, contracts, claims and demands for or by reason of any injury to person or property, including injury resulting in the death of the Participant, which has been or may be sustained as a consequence of the Participant's participation in the activity described below, and not withstanding that such damage, loss or injury may have been caused solely or partly by the negligence of the Activity Provider.
2. The Participant or the legal parental guardian of the Participant giving permission to participate understands that the Participant would not be permitted to participate in the activity described below unless the Participant signed this Agreement.

Details of Activity

3. The Participant may participate in any of the following activities: Fly Fishing, Fishing, Casting, Wading, Wade Fishing, Rowing, being in a Boat, Hiking, and/or Walking on Uneven Terrain.

Concurrent release

4. The Participant or the legal parental guardian of the Participant giving permission to participate acknowledges that this Agreement is given with the express intention of effecting the extinguishment of certain obligations owed to the Participant or the legal parental guardian of the Participant giving permission to participate and with the intention of binding the Participant's spouse, heirs, executors, administrators, legal representatives and assigns.

Fitness to Participate

5. The Participant or the legal parental guardian of the Participant giving permission to participate acknowledges that the Participant does not have any physical limitations, medical ailments, physical or mental disabilities that would limit or prevent the Participant from participating in the above mentioned activity. If required, the Participant will obtain a medical examination and clearance.

Full and Final Settlement

- 6. The Participant or the legal parental guardian of the Participant giving permission to participate acknowledges and agrees that the Participant or the legal parental guardian of the Participant giving permission to participate acknowledges they have carefully read this Agreement, that the Participant or the legal parental guardian of the Participant giving permission to participate fully understands the same, and that the Participant or the legal parental guardian of the Participant giving permission to participate acknowledges they are freely and voluntarily executing the same.
- 7. The Participant or the legal parental guardian of the Participant giving permission to participate understands that by signing this Agreement, the Participant or the legal parental guardian of the Participant giving permission to participate agrees to be forever prevented from suing or otherwise claiming against the Activity Provider for any property loss or personal injury that the Participant may sustain while participating in or preparing for the above noted activity.
- 8. The Participant or the legal parental guardian of the Participant giving permission to participate has been given the opportunity and has been encouraged to seek independent legal advice prior to signing this Agreement.
- 9. This Agreement contains the entire agreement between the parties to this Agreement and the terms of this Agreement are contractual and not a mere recital.

Governing Law

10. This Agreement will be governed by and construed in accordance with the laws of the State of Tennessee.

Emergency Contact

11. Participant: _____

Emergency contact name: _____

Emergency contact phone number: _____

IN WITNESS WHEREOF the Participant or the legal parental guardian of the Participant giving permission to participate, and Activity Provider have duly affixed their signatures under hand and seal on this _____ day of _____, _____.

Women’s Fly Fishing Tennessee & Southern Pines Guide Service

Witness _____

_____ (Participant)

Witness _____

_____ (Legal Guardian)

Witness _____