



WAIVER AND RELEASE OF LIABILITY CLAIMS AND ASSUMPTION OF RISK ACKNOWLEDGEMENT

(December 22, 2024)

We are pleased that you have chosen Where Fish Live kayak fishing guide service to provide you with a unique and exciting fishing and kayaking experience. All patrons must complete and sign this WAIVER AND RELEASE OF LIABILITY CLAIMS AND ASSUMPTION OF RISK ACKNOWLEDGEMENT form prior to beginning any fishing trip.

I recognize that there is an element of risk in any adventure, sport, or activity associated with the outdoors, and I am fully cognizant of the risks and dangers inherent in kayak fishing ("ACTIVITIES"). I understand that these ACTIVITIES carry known and unknown risks that could result in injury, death, illness, damage, or trauma to myself, to my property, or to spectators or other third parties and their property. These risks may include but are not limited to drowning; injuries received from mechanical or moving parts; injuries received from others, including my guide, while using fishing equipment; injuries received from wildlife; injuries received from exposure to the elements (wind, waves, sunlight, weather, etc.); and the absence of rapid medical attention or emergency response.

I understand the risk of and legal responsibility for all injury, death, illness or disease, or damage to myself and others in my care, custody, or control (including any minor children), and to my and such other person's property, that result from my and/or that person's participation in the ACTIVITIES.

I understand that, as the provider of the ACTIVITIES, Where Fish Live fishing guide service is not required to eliminate, alter, or control the inherent risks of the ACTIVITIES, and I acknowledge that these risks cannot be eliminated, altered, or controlled without destroying the unique character of the ACTIVITIES.

I understand the ACTIVITIES I am engaging in may require a degree of participation, skill, and knowledge different from what is required of other sports and recreational opportunities, and that I have responsibilities as a participant in the ACTIVITIES. I certify that my family and I, including minor children, are fully capable of participating in these ACTIVITIES, as are others in my care, custody, or control (collectively my family, including minor children, and any others in my care, custody, or control "MY GROUP"). I further understand that Where Fish Live reserves the right to refuse any person it judges to be incapable of meeting the rigors and requirements of participating in the ACTIVITIES.

I hereby acknowledge and recognize the existence of risks associated with ACTIVITIES and assume all risk completely, and agree that I shall hold harmless and take no actions or suits, for debts, dues, sums of money, claims or demands whatsoever at law or in equity against Where Fish Live and its owners, agent, officer, and employees, his or her heirs, executors, assigns, administrators, property or other guides or aides for injury, death, property damage or loss associated with relating to or arising from those risks enumerated above or otherwise that



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occur while I am participating in any ACTIVITIES. I hereby voluntarily release, forever discharge, and agree to defend, indemnify, and hold harmless released parties from any and all claims, demand or causes of action, which are in any way connected with my participation in ACTIVITIES or my use of Where Fish Live guide service equipment, including any such claims which allege negligent acts or omissions of released parties.

Therefore, I assume full responsibility for personal injury to myself and/or to MY GROUP, or for loss or damage to my and/or MY GROUP's personal property and expenses thereof as a result of my negligence or the negligence of MY GROUP participating in the ACTIVITIES.

I, the below-named participant (or the parent/guardian on behalf of a participant, where applicable), have completed this form. By completing this form, I affirm that I have read, understood, and accepted the terms of this entire document, and understand that it affects my legal rights, and I agree to be bound by the terms hereof. My signature also affirms the truthfulness and completeness of all information I have provided to Where Fish Live regarding the experience, skills, and condition of myself and MY GROUP.

Signature: _____ Date: _____

Printed Name: _____

Phone Number: _____ Email: _____

Emergency Contact: _____ Phone: _____