

## **Southern Appalachian Anglers Guided Fishing Trip Liability Policy & Waiver Release Agreement**

*Southern Appalachian Anglers, LLC : DBA Burnsville Anglers, DBA French Broad Musky*

I, the undersigned, in consideration of the service of Southern Appalachian Anglers, its officers, employees, agents or representatives, hereby agree to release and hold harmless Southern Appalachian Anglers 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, insect or animal bites, encounters with wildlife, and other harm, which may be encountered in participating in guided and unguided fishing, 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 Southern Appalachian Anglers or its officers, agents, or employees.

**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 Southern Appalachian Anglers, including fly fishing, bass fishing boarding or disembarking the vessel, consuming food 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, 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 Southern Appalachian Anglers liable regarding the provision of medical and/or emergency care or the adequacy of any such care. Southern Appalachian Anglers reserves the right to decline service to any person it judges incapable of meeting the requirements of participating in fly fishing activities. I understand that fly fishing is a sport and there is no guarantee that fish will be caught.

**ALCOHOL AND DRUG POSSESSION:** Southern Appalachian Anglers reserves the right to immediately cease and discontinue any paid services, guide services, guide trips or instruction for any client that is paying or not paying for services provided by Southern Appalachian Anglers if that client uses, displays, or has in their possession any narcotics, illegal drugs or is using illegal drugs of any nature. Guides hired by Southern Appalachian Anglers are not liable for any illegal substance found in personal vehicles in route to guide trip destinations or in guide's personal boats or company owned boats.

**PERSONAL FLOATATION DEVICES/LIFE JACKETS:** I acknowledge that Southern Appalachian Anglers has provided life jackets for me and any minor accompanying me and I/we

are advised to wear it at all times while on the vessel or at the marina or launch area or when otherwise instructed to do so. Failure to do so is at my/our own risk.

**LICENSES:** I do certify that I have all the necessary personal licenses and/or permits to participate in any of the aforementioned activities with the guide and that I do not hold Southern Appalachian Anglers, their agents, other fly fishing guests and/or employees responsible for any lack thereof personal licenses or permits.

**NO-SHOW POLICY:** Guides will wait for 30 minutes past the meet time. If you do not arrive within that time your trip will be forfeited.

**FEES AND CONDITIONS:** In consideration of the guide providing guide services as set forth herein, the client agrees to pay the guide the agreed upon fees in U.S. funds in the form of cash, credit card, certified check or money order, as follows: A deposit of full-value of the services to be provided which shall be paid by the client(s) to the guide with a signed copy of this agreement which should be received by the guide before the date that guide services are undertaken or this contract will be null and void and in no way binding on the guide unless accepted by them in their sole discretion.

**CANCELLATIONS, NO-SHOWS AND REFUNDS:** The deposit of the full amount of the trip total is required to book a trip. Trips cancelled 30 days prior to the scheduled date will be issued in full. Deposits are non-refundable within 30 days of scheduled trip date. If the client fails to buy a fishing license and cannot obtain one prior to the date of the guide services, the deposit shall be forfeited. In the event the client materially defaults in the performance of any of his obligations herein, the client's right to participate may be forthwith terminated at the sole option of the guide. Under such circumstances, the client shall not be entitled to the refund of any portion of the fee. In the event the guide is unable to fulfill guiding services due to circumstances beyond their control including but not limited to weather, floods, fire, other acts of nature, governmental action, staff illness or equipment failure, the client shall be entitled to reschedule equivalent guide services for another date. Refunds may be given at the sole discretion of the guide. Each client understands that notwithstanding any other provisions of this contract the guide may, at their sole discretion, return any fees paid and decline to accept the client for any reason. The parties understand that the dates of the trip may change for reasons beyond the control of the guide. The duration of the trip is as provided, notwithstanding the fact that circumstances, including but not limited to, weather, governmental action, staff illness, equipment failure or other factors may prevent movement into or out of certain areas on certain days.

**ADVERTISING MATERIAL:** Unless otherwise expressed in writing, I hereby give permission to Southern Appalachian Anglers to use my photographic likeness in all forms and media for advertising, marketing, promotion, trade, and any other lawful purposes and that any photos or videos taken on camera equipment owned by Southern Appalachian Anglers is the property of Southern Appalachian Anglers. Photographic material that is taken by employees of Southern Appalachian Anglers is owned by Southern Appalachian Anglers LLC, and in no way should be reused by anyone other than Southern Appalachian Anglers unless documented with photographic credit. Unless otherwise expressed in writing, I hereby give permission to Southern

Appalachian Anglers to include my email address in all marketing, promotion, and any other lawful purpose emails that Southern Appalachian Anglers may send.

**RELEASE & ACKNOWLEDGEMENT OF RISK** I understand and acknowledge that the activity I am about to voluntarily engage in as a participant bears certain known 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: Exposure to inclement weather, illness, disease, death, drowning, bodily injury, sunburn, insect or animal bites, encounters with wildlife, and other harm or damage to myself or property, which may be encountered in participating in guided and unguided fishing, and those activities associated therewith. I expressly agree, and promise to accept and assume all responsibilities of above said risks while I engage in this event, and agree that I will have no right to make claim or file a lawsuit against Southern Appalachian Anglers, or its officers, agents, or employees. By signing this Agreement I, myself, or as parent or guardian of any accompanying minor, unconditionally release and hold harmless Southern Appalachian Anglers 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 Southern Appalachian Anglers, regardless of how, where, or when such injury, illness, death or damage occurs even if caused by the negligence of the guide, its agent, servants, or employees, or due to conditions, defects in the vessel, equipment or activities. I agree and acknowledge that I am over the age of 18 years and 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.

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Print name:** \_\_\_\_\_

**Print name:** \_\_\_\_\_

**Phone #:** \_\_\_\_\_

**Phone #:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**If under 18, signature of parent or guardian:**

**Print name(s):** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Additional names:** \_\_\_\_\_

\*\*\*Note: This agreement must be signed and returned to Southern Appalachian Anglers in advance of your trip dates.