

# NWATROUT FLY FISHING GUIDE and ERIK KRAPS

## WAIVER AND RELEASE AGREEMENT

In regards to my participation in today's guided fishing trip, I agree to the following Waiver and Release:

I acknowledge that fishing has inherent risks, hazards, and dangers for anyone. These cannot be eliminated, particularly around an aquatic environment.

### **I UNDERSTAND THAT THESE RISKS, HAZARDS, AND DANGERS INCLUDE WITHOUT LIMITATION:**

1. Drowning while engaged in boating, fishing and wading
2. Injuries received from mechanical and moving boat parts
3. Injuries received from fishing equipment
4. Injuries received from others, including my guide, using fishing equipment
5. Injuries received from encounters with wildlife and/or insects
6. Injuries received from exposure to the sun, lightening, wind, weather, and elements
7. The absence of rapid medical attention/emergency response

I understand the risks, hazards, and dangers of fishing and have had the opportunity to discuss them with a representative of NWATROUT Fly Fishing. I understand that these activities may require good physical conditioning and a degree of skill and knowledge. I believe I have that good physical conditioning and the degree of skill and knowledge necessary for me to engage in these activities safely. I understand that I have responsibilities. My participation in this activity is purely voluntary. No one is forcing me to participate and I elect to participate in spite of the risks.

### **I AM VOLUNTARILY USING THE SERVICES OF NWATROUT FLY FISHING AND ERIK KRAPS WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS, DISABILITY, OR DEATH.**

Lastly, I, for myself, my heirs, successors, executors, and subrogates, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS NWATROUT Fly Fishing, Erik Kraps, its owners, employees, and volunteers from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorney's fees) which are related to, arise out of, or are in any way connected with my participation in this activity including, but not limited to, NEGLIGENCE of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, disability, or death to me or my property as a result of my engaging in these activities or the use of these services, property or equipment, whether such damage, loss, injury, paralysis, disability or death results from negligence of NWATROUT Fly Fishing, Erik Kraps, its owners, employees, and volunteers or from some other cause. I, for myself, my heirs, my successors, executors, and subrogees, agree not to sue NWATROUT Fly Fishing, Erik Kraps, its owners, employees, and volunteers as a result of any injury, paralysis, disability or death suffered in connection with my use and participation in the activities of today's guided fishing trip. I also understand and agree that any damage that is caused by negligence by myself or the person(s)/individual(s) in my party to any and all property of NWATROUT Fly Fishing and Erik Kraps will be replaced at my (The Signee's) expense, to the full amount/value of the property damaged, determined by NWATROUT Fly Fishing and Erik Kraps.

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## WAIVER AND RELEASE AGREEMENT

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE AGREEMENT.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Check here to give permission to use your digital photos on this business' commercial website

Check here to deny permission to use your digital photos on this business' commercial Website

If under 18 years of age, parent, guardian, or custodian must sign and include the indemnification.

**WAIVER AND RELEASE AGREEMENT INDEMNIFICATION FOR MINOR** In consideration for the minor being permitted by NWATROUT Fly Fishing Guide, Erik Kraps, its owners, employees, and volunteers to participate in the activity of fishing which includes, without limitation, the use of its services, property and equipment, I agree to the following waiver, release, and indemnification: Children under 18 years of age The undersigned parent, guardian, or custodian of the minor, for himself/herself and on behalf of said minor, hereby joins in the foregoing Waiver and Release and hereby stipulates and agrees to save and hold harmless, indemnify and forever defend from and against any and all claims, actions, demands, expenses, liabilities (including reasonable attorney fees, NWATROUT Fly Fishing, Erik Kraps, its owners, employees, and volunteer's), and NEGLIGENCE made or brought by said minor or by anyone on behalf of said minor, as a result of said minor's participation in the activities of today's guided fishing trip and his or her use of the services, property and equipment of NWATROUT Fly Fishing, Erik Kraps, its owners, employees, and volunteers. I, for myself and on behalf of said minor further agree not to sue NWATROUT Fly Fishing, Erik Kraps, its owners, employees, and volunteers as a result of any injury, paralysis, disability or death that said minor suffers in connection with his/her participation in the activities of today's guided fishing trip.

Signature of Parent or Legal Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name of Minor: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name of Minor: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name of Minor: \_\_\_\_\_ Date: \_\_\_\_\_