

EYE BUSTERS GUIDE SERVICE

WAIVER & RELEASE OF LIABILITY CLAIMS AND ASSUMPTION OF RISK ACKNOWLEDGEMENT

All Patrons of Eye Busters Guide Service must complete the waiver form before the beginning of any fishing trip.

I hereby acknowledge that participating in fishing activities presents a risk of personal injury, death, and damage or loss of personal property which may result from, but is not limited to the following: fishing bodies of water; boarding and unboarding of watercrafts; natural hazards including, but not limited to, lightning storms and other adverse weather conditions, domestic or wild animals, fires, travel either on foot or in a vehicle in unfamiliar terrain or over fences and other structures, artificial and natural obstructions, and unimproved roads as well as traveling in company owned vehicles.

I hereby acknowledge and recognize the existence of these risks, and ASSUME ALL RISKS 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 EYE BUSTERS GUIDE SERVICE and its owners, agents, officers, 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 occur while I am participating in any stage of a fishing package trip(s) with said guide or charter service. I hereby voluntarily release, forever discharge, and agree to defend, indemnify, and hold harmless released parties from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of Eye Busters Guide Service equipment, including any such claims which allege negligent acts or omissions of released parties.

Should Eye Busters Guide Service, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs. This means that I will pay all of those attorney's fees and costs myself.

I certify that I have adequate insurance to cover any injury or damage that I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition that I may have.

I understand and acknowledge that by signing this document that I have given up certain legal rights and/or possible claims, which I might otherwise assert or maintain against Eye Busters Guide Service and its owners, agents, officers and employees. These rights are specifically, but not limited to, rights arising from claims or demands for acts of omissions or negligence in any degree of Eye Busters Guide Service, their guides, aides and all other related persons or entities. Under no circumstances will Eye Busters Guide Service and/or its owners, agents, officers and employees be held liable for damages in excess of the price of the price of the trip.

I understand that this contract reflects our entire agreement and that my signature indicates that I have read and understand this document and that I have signed this document of my own free will.

I understand that this waiver applies to any and all trips I participate in with Eye Busters Guide Service and its owners, agents, officers and employees. I further state that I am of lawful age to sign this release and waiver agreement or that I am signing it on behalf of a minor for whom I am legally responsible.

If signing for a minor you are legally responsible for, please sign again below

Signature: _____ Date: _____

Printed Name: _____

Phone Number: _____ Email: _____

Emergency Contact: _____ Phone Number: _____

I hereby give consent that my child/children or minor for whom I am legally responsible as here listed participate in a guided fishing trip, and I hereby execute the above Agreement, Waiver, and Release on his/her behalf. I hereby agree to hold Eye Busters Guide Service and its owners, agents, officers, and employees, and any other persons or entities mentioned above free and harmless from any loss, liability, damage, cost or expense which they may incur as a result of death or any injury or property damage that said minor may sustain while participating in said activity.

Minor's Name: _____ Relationship: _____

Minor's Name: _____ Relationship: _____

Guardian Signature: _____ Date: _____