



RELEASE OF LIABILITY WAIVER

THIS IS A RELEASE OF LIABILITY AND A WAIVER OF CERTAIN LEGAL RIGHTS

I, the undersigned, in consideration of Fowl Hooked Charters LLC, its officers, employees, contractors, agents or representatives, hereby agree to release and hold harmless Fowl Hooked Charters LLC 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, dehydration, insect or animal bites, encounters with wildlife, and other harm which may be encountered in participating in wading, boating, guided and unguided fishing, waterfowl hunting, handling of firearms, 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 Fowl Hooked Charters LLC, or its officers, agents, contractors, 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 Fowl Hooked Charters LLC including fishing, boating, boarding or disembarking the vessel, or 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, I 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 Fowl Hooked Charters LLC, liable regarding the provision of medical and/or emergency care or the adequacy of any such care. Fowl Hooked Charters LLC reserves the right to decline service to any person it judges incapable of meeting the requirements of participating in fishing or hunting related activities.

PERSONAL FLOATATION DEVICES/LIFE JACKETS: I acknowledge that Fowl Hooked Charters LLC will provide life jackets for me and any minor accompanying me and I/we are encouraged to wear so while at the marina or launch area, or when otherwise instructed to do so. Failure to do so is at my/our own risk.

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 as described in this document. I expressly agree, and promise to accept and assume all responsibilities of all risks while I engage in this event, and agree that I will have no right to make claim or file a lawsuit against Fowl Hooked Charters LLC, or its officers, contractors, agents, or employees.

By signing this Agreement I, myself, or as parent or guardian of any accompanying minor, unconditionally release and hold harmless Fowl Hooked Charters LLC, 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 Fowl Hooked Charters LLC, regardless of how, where, or when such injury, illness, death or damage occurs even if caused by the negligence of the guide, its agent, contractor, or employees, or due to conditions, defects in the vessel, equipment or activities.

RELEASE OF LIABILITY WAIVER FORM (cont.)

Name(s): _____

Email Address: _____

Street Address: _____

City, State, Zip Code: _____

Phone Number: _____

Date of Fishing/Hunting Trip (MM/DD/YYYY): ___/___/_____

If Participant is under 18, Name of Parent or Legal Guardian who is Agreeing:

First Name: _____

Last Name: _____