



Release and Waiver of Liability Agreement

PLEASE READ CAREFULLY BEFORE BOOKING YOUR TRIP

Fishing and boating are potentially dangerous activities. Spot Stalker Guide Service adheres to the highest safety and training standards but there are inherent risks which we can not control and can not be eliminated. You must be aware of these risks before you take a trip with us.

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

I, the undersigned, in consideration of the service of Spot Stalker Guide Service, its officers, employees, contractors, agents or representatives, hereby agree to release and hold harmless Spot Stalker Guide Service 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, 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 a claim or file a lawsuit against Spot Stalker Guide Service 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 Spot Stalker Guide Service, 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 Spot Stalker Guide Service liable regarding the provision of medical and/or emergency care or the adequacy of any such care. Spot Stalker Guide Service reserves the right to decline service to any person it judges incapable of meeting the requirements of participating in fishing related activities.

PERSONAL FLOTATION DEVICES/LIFE JACKETS: I acknowledge that Spot Stalker Guide Service will provide life jackets for me and any minor accompanying me and I/we are advised to wear it at all times while on the vessel, at the marina or launch area, or when otherwise instructed to do so. Failure to do so is at my/our own risk. Passengers under 13 years of age must wear a Type I, II, or III wearable PFD while the vessel is underway. Underway means not at anchor, made fast to the shore, or aground.

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

Initials



of all risks while I engage in this event, and agree that I will have no right to make a claim or file a lawsuit against Spot Stalker Guide Service, 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 Spot Stalker Guide Service 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 Spot Stalker Guide Service, 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.

COVID-19 STATEMENT: In light of the global COVID-19 pandemic, Spot Stalker Guide Service is taking all possible precautions and will continue to follow local and state regulations. You understand and acknowledge that there may be a risk of exposure while participating in this voluntary activity and unconditionally release and hold harmless Spot Stalker Guide Service for any matters related to COVID-19.

I agree and acknowledge that 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.

First Name

Last Name

Email Address

Street Address

City / State / Zip

Phone Number

Date of Fishing Trip (MM/DD/YYYY)

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

First Name

Last Name

By checking this box, I am affirming my signature and Agreement to the Terms of this Release and Waiver of Liability*.

I Agree

Signature

Date (MM/DD/YYYY)