TED NEELY FLY FISHING

Trip Liability Policy

I, the undersigned, in consideration of the service of Ted Neely Fly Fishing, its officers, employees, agents or representatives, hereby agree to release and discharge Ted Neely Fly Fishing on behalf of myself, my heirs, assigns, personal representative and estate as follows:

- 1. I understand and acknowledge that the activity I am about to voluntarily engage in as a participant and/or volunteer bears certain known risks and unanticipated risks which could result in injury, death, illness or disease, physical or mental, 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, animal bites, and other harm, which may be encountered in participating: in river rafting (class1-4), kayaking, canoeing, guided and unguided fishing, encounters with wildlife, camping, guide error, travel and those activities associated therewith.
- 2. Being aware that this activity entails known and unknown risks of injury to myself and a risk of injury to spectators or other third parties as a result of my actions, 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. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spit of the risks.
- 3. I hereby voluntarily release, forever discharge, and agree to hold harmless and indemnify Ted Neely Fly Fishing, its agents or employees, and all other persons or entities from any and all liabilities, claims and demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my participation in this activity, including specifically, but not limited to the negligent acts or omissions Ted Neely Fly Fishing, its agents or employees, and all other persons or entities, for any and all injury, death, illness, or disease, and damage to myself or to my property. In signing this document I fully recognize that if anyone is hurt or property is damage while I engage in this event, I will have no right to make claim or file a lawsuit against Ted Neely Fly Fishing, or its officers, agents, or employees.
- 4. Should it become necessary for Ted Neely Fly Fishing or someone on their behalf, to incur attorney's fees and costs to enforce this agreement or any portion thereof, I agree to pay all the reasonable cost and attorney's fees thereby expended, for which liability is incurred.
- 5. 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.

My signature below indicates that I have read this entire document, understand it completely, understand that it affects my legal rights, and agree to be bound by its terms.

Signature of participant:	
Print name:	
If under 18, signature of parent or guardian:	
Print name:	
Address:	
Phone #:	Date:
E-mail address	

***Note: This agreement must be signed and returned to Ted Neely Fly Fishing in advance of your trip dates.

