

Tolliver's Guide Service Waiver & Release

PLEASE READ CAREFULLY BEFORE BOOKING YOUR TRIP

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

In consideration for being permitted to participate in the activities coordinated with Tolliver's Guide Service, I agree to the following waiver and release:

I acknowledge that fishing and wading has inherent risks, hazards, and dangers that cannot be eliminated in a wilderness environment. I understand that these risks, hazards, and dangers may include but are not limited to:

- 1. Water hazards in wading in a body of water including drowning;
 - a. Hiking in rugged country;
 - b. Injuries from fishing equipment and other participants;
 - c. Encounters with wildlife, animals, and insects;
 - d. Temperature extremes;
 - e. Inclement weather conditions and unavailability of immediate medical attention in the wilderness in case of injury.
- 2. External Risks;
 - a. Loss of any personal items due to client negligence or theft of other participants;
 - b. Water or any other form of damage to personal items by client or other participants.
 - c. Personal injury due to any pre-existing medical condition, allergies, or side effect of any medication not disclosed to the guide prior to the trip.
 - d. Vehicle or other injuries related to commuting to or from the activity.

I understand the above risks, hazards, and dangers of fishing and have had the opportunity to discuss them with my guide. I have am physically adequate to safely participate in these activities. With full understanding, I accept the above risks to include but not limited to personal injury, loss or damage to self or personal items caused by participants in the guide trip.

I indemnify and hold harmless my assigned guide, Jesse Tolliver, and the Tolliver's Guide Service Company, against claims, actions, causes of action, liabilities, suits, expenses, including reasonable attorneys' fees, which are related to, arise out of, or are connected with my participation in this activity, the use of these services, or equipment. I have read carefully, clearly understand, and voluntarily sign this waiver and release agreement.

Participant First Name: _____

Participant Last Name: _____

Participant Signature _____ Date: ___/___/___

Contact Phone Number: _____

If Applicable:

Print Name of Authorized Adult if Participant is a Minor: _____

Signature of Authorized Adult signing on behalf of a Minor: _____

Date: ___/___/___