



Wader's Guide Fishing Trip Liability Policy & Waiver Release Agreement
Ugies Enterprises, LLC

I, the participant, in consideration of the guided wade fishing trip provided by Wader's Guide and Ugies Enterprises, LLC, its officers, employees, agents or representatives, hereby agree to release and hold harmless Wader's Guide and Ugies Enterprises, LLC on behalf of myself, my heirs, assigns, personal representative and estate as follows: I understand and acknowledge that the guided wade fishing trip 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. Risks include, but are not limited to: death, drowning, blindness, bodily injury, sunburn, hypothermia, hyperthermia, exposure to harmful water born bacteria, cuts, puncture wounds, bites and/or stings from insects, fish, land and marine animals, encounters with wildlife including, jelly fish, sharks, stingrays, and other harm, which may be encountered while participating in a guided fishing trip, 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 Wader's Guide and Ugies Enterprises, LLC or its officers, agents, or employees.

PHYSICAL HEALTH: To the best of my knowledge I, the participant, have no physical restrictions which would prohibit my participation in any-and-all activities offered by Wader's Guide and Ugies Enterprises, LLC, including wade fishing, hiking, consuming food or beverage prepared by the guide 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 Wader's Guide and Ugies Enterprises, LLC liable regarding the provision of medical and/or emergency care or the adequacy of any such care. Wader's Guide and Ugies Enterprises, LLC reserves the right to decline service to any person it judges incapable of meeting the requirements of participating in fly fishing activities. I understand that fly fishing is a sport and there is no guarantee that fish will be caught.

LICENSES: I do certify that I have all the necessary personal licenses and/or permits to participate in any of the afore mentioned activities with the guide and that I do not hold Wader's Guide and Ugies Enterprises, LLC, their agents, other fishing guests and/or employees responsible for any lack thereof personal licenses or permits.

CANCELLATION AND RE-SCHEDULING POLICY: Cancellation or re-scheduling of trips must be done more than 5 days before a scheduled date. Failure to cancel or re-schedule more than 5 days before the trip may result in forfeiture of deposit fees. The parties understand that the dates of the trip may change for reasons beyond the control of the guide. The duration of the trip is as provided and may be impacted by circumstances, including but not limited to, weather, governmental action, staff illness, equipment failure or other factors.

NO-SHOW POLICY: Guides will wait for 30 minutes past the meet time. If you do not arrive within that time your trip will be forfeited.

FEES AND CONDITIONS: In consideration of the guide providing guide services as set forth herein, the client agrees to pay the guide the agreed upon fee in U.S. funds in the form of cash or personal check immediately upon completion of the guided wade fishing trip.

CANCELLATIONS, NO-SHOWS AND REFUNDS: If the participant is a no-show or fails to cancel a scheduled trip, more than 48 hours in advance, the agreed upon fee will be deemed earned by Wader's Guide and Ugies Enterprises, LLC and payable by participant. Participant acknowledges that no deposit or other fees have been tendered in advance of the scheduled wade fishing trip.

performance of any of his obligations herein, the client's right to participate may be forthwith terminated at the sole option of the guide. Under such circumstances, the client shall not be entitled to the refund of any portion of the fee. In the event the guide is unable to fulfill guiding services due to circumstances beyond their control including but not limited to weather, floods, fire, other acts of nature, governmental action, staff illness or equipment failure, the client shall be entitled to reschedule equivalent guide services for another date. Refunds may be given at the sole discretion of the guide. Each client understands that notwithstanding any other provisions of this contract the guide may, at their sole discretion, return any fees paid and decline to accept the client for any reason.

PHOTOGRAPHIC MATERIAL: Unless otherwise expressed in writing, I hereby give permission to Wader's Guide and Ugies Enterprises, LLC to use my photographic likeness in all forms and media for advertising, marketing, promotion, trade, and any other lawful purposes and that any photos or videos taken on camera equipment owned by Wader's Guide and Ugies Enterprises, LLC is the property of Wader's Guide and Ugies Enterprises, LLC.

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 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: Exposure to inclement weather, illness, disease, death, drowning, bodily injury, sunburn, insect or animal bites, encounters with wildlife, and other harm or damage to myself or property, which may be encountered in participating in guided and unguided fishing, and those activities associated therewith. I expressly agree, and promise to accept and assume all responsibilities of above said risks while I engage in this event, and agree that I will have no right to make claim or file a lawsuit against Wader's Guide and Ugies Enterprises, LLC, or its officers, agents, or employees. By signing this Agreement I, myself, or as parent or guardian of any accompanying minor, unconditionally release and hold harmless Wader's Guide and Ugies Enterprises, 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 Wader's Guide and Ugies Enterprises, 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, servants, or employees, or due to conditions, defects in the vessel, equipment or activities. I agree and acknowledge that I am over the age of 18 years and 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.

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 Wader's Guide and Ugies Enterprises, LLC in advance of your trip dates.