

Swede's Fly Shop - Client's Waiver and Release from Liability

The following is a Release and Waiver of Liability, Assumption of Risk, Indemnity Agreement, & Parental Consent Agreement (if applicable) ("Release"), which I enter into in consideration of my participation in this Swede's Fly Shop Guiding Trip on this _____(day(s), _____(month), of the _____(year).

I enter into this for myself (the undersigned), my personal representatives, assigns, heirs and next of kin. I enter into this Release for the minor child(ren) below, as applicable.

1. I am aware that outdoor recreational activities including those that are a part of this Guiding Trip can be hazardous and can cause injury, damage or death and unforeseeable risks inclusive of: snake bites, drowning, sprains or broken limbs while walking and wading on river/lake shores, wild animal encounters, domesticated cattle encounters, using float tubes, hiking, or use of drift, pontoon or rafting devices. I accept full responsibility and liability and assume all risks for any losses and damages incurred as a result of my participation in the Guiding Trip.

2. In consideration for my participation in this Guided Trip, I agree to assume all risks of injury, loss of life and damage to persons and property during such activity(ies), and hereby release, discharge and hold harmless Swede's Fly Shop and all of the foregoing entities' agents, employees, officers, volunteers, sponsors, advertisers, successors and assigns from all liabilities, claims, demands, causes of action, costs, losses, expenses or compensation of whatever nature for loss, damage or injuries to persons and/or property sustained by me, my heirs, personal representatives, successors and assigns and all other persons resulting from or in any way connected with the Guiding Trip or its agents whether directly or indirectly caused or contributed to said injury, loss of life or damage to persons or property by their negligent acts, gross negligence or recklessness. I agree to indemnify and reimburse Swede's Fly Shop for all damages, costs and attorney's fees in defending any action arising in any way from my participation in this Guided Trip.

3. I Release, Discharge and Covenant Not to Sue all of those entities named in this agreement from all liability, claims, demands, or losses or any other damages resulting from or associated with my participation in the Guiding Trip. I agree that if, despite this agreement and covenant not to sue, I or any other person or entity makes a claim against any of said entities, I will indemnify, save and hold harmless each of said entities/individuals from any liabilities, damages, litigation expenses, attorney's fees, costs or any other damage or cost incurred as a result of said claim.

4. I represent and warrant that I am in proper physical condition to participate in this Guided Trip and that I am a sufficiently competent outdoor enthusiast to navigate and manage the Trip conditions on the day(s) of this Guide Trip including any walking, hiking, float tubing, pontoon boating, rafting, drift boating, wading, boating, or other conditions that I may encounter, whether foreseeable or unforeseeable. I represent that any of my own equipment that I may use in this Trip, including but not limited to fishing gear or other personal items are in sound operating condition. I also agree that, I will, at all times during the Guided Trip strictly comply with all safety and other rules as expressed by my Swede's Fly Shop Guide.

5. If I am signing on behalf of a minor, I accept any and all responsibility associated with the minor child's participation in the Guided Trip. Such responsibility shall include but not be limited to any damages arising from or associated with the minor's participation.

6. As a participant in the Guided Trip, I agree to review the information provided, to follow the rules, regulations and procedures as outlined by my Guide or communicated to me at any time prior to and on the day(s) of the Guiding Trip.

7. Swede's Fly Shop, reserves the right to remove any participant in the Guide Trip if Swede's Fly Shop, by and through its representatives, agents or volunteers, in its sole discretion, determines that said participant is endangering himself/herself and/or other participants, or failing to comply with any of the rules, regulations and/or procedures applicable to the Guided Trip. Such may include that the participant(s) is in such health as to be unable to safely complete the Guided Trip activities.

8. Any legal action brought as a result of or arising from my participation (or the minor child's participation) in the Swede's Fly Shop, Guided Trip shall be brought in Spokane County, Washington and shall be governed by the laws of the State of Washington.

9. The invalidity or unenforceability of any provision in this Agreement shall not affect the other provisions hereof.

_____ Dated: _____

Signature of Participant (non-minor)

_____ Dated: _____

Signature of Parent/Guardian if

Participant is Under 18 years of Age

For the following minor(s): 1. _____; 2. _____