

S&H Fishing

shfishing.org

Liability Waiver and Release

WARNING: THIS IS A LEGALLY BINDING DOCUMENT. PLEASE READ IT CAREFULLY BEFORE SIGNING. DO NOT SIGN UNTIL YOU HAVE READ AND UNDERSTAND THE ENTIRE DOCUMENT. THIS IS A RELEASE OF LIABILITY. YOUR SIGNATURE INDICATES YOUR AGREEMENT TO ASSUME ALL RISKS INHERENT IN THE ACTIVITIES AND TO RELEASE S&H FISHING FROM ALL LIABILITY.

1. Acknowledgment of Risks

I, the undersigned participant, acknowledge that I am voluntarily participating in activities provided by S&H Fishing, which may include, but are not limited to, fishing, boating, hiking, wildlife viewing, and other outdoor recreational activities.

I understand and acknowledge that these activities are inherently dangerous and carry significant risks, including the risk of serious injury, disability, death, and/or property damage. These risks include, but are not limited to:

- **Environmental Hazards:** Unpredictable weather conditions, lightning, flash floods, extreme temperatures, and slips or falls on wet, uneven, or slippery terrain.
- **Water-Related Risks:** Drowning, hypothermia, entanglement, and collisions with objects or other watercraft.
- **Wildlife Encounters:** Encounters with animals that may be dangerous, including bears, mountain lions, snakes, and insects.
- **Equipment Failure:** The possibility of equipment failure or malfunction, despite proper maintenance.
- **Human Error:** Errors in judgment or negligence by myself, other participants, or staff.

I understand that the Outfitter cannot guarantee my safety and that these risks cannot be eliminated without compromising the essential qualities of the activity.

2. Release and Waiver of Liability

In consideration of being permitted to participate in the Outfitter's activities, I hereby agree to release, waive, discharge, and hold harmless S&H Fishing, its owners, employees, guides, and affiliates from any and all claims, liabilities, demands, actions, and causes of action whatsoever, whether in law or equity, that may arise from any injury, death, or property damage sustained by me, or any person or property associated with me, while participating in the activities, regardless of the cause.

I agree that this waiver and release applies to any and all claims, whether caused by the negligence of the Outfitter or otherwise.

3. Assumption of Risk

I knowingly and voluntarily assume full responsibility for any and all risks of injury, death, or property damage that may occur as a result of my participation in the activities. I understand that this assumption of risk includes any risks that may be unknown or unforeseen at this time.

4. Consent for Medical Treatment

I authorize the Outfitter to obtain medical treatment for me in the event of an emergency, and I agree to be financially responsible for any and all costs associated with such treatment.

5. Compliance with Rules and Regulations

I agree to abide by all rules, regulations, and instructions provided by the Outfitter's staff and guides. I understand that my failure to do so may result in my removal from the activity without a refund.

6. Binding Agreement

I agree that this Waiver and Release is binding upon me, my heirs, executors, administrators, personal representatives, and assigns.

Participant's Signature

By signing below, I certify that I have read this document, fully understand its contents, and agree to its terms. I am at least 18 years of age or am the parent/legal guardian of a minor participant.

Name (Printed): _____

Signature: _____

Date: _____

Parent or Legal Guardian (for a minor participant):

I am the parent or legal guardian of the minor named below and I give my consent for the minor to participate in the activities. I have read and agree to all the terms of this waiver on behalf of the minor.

Minor's Name (Printed): _____

Parent/Guardian Name (Printed): _____

Signature: _____

Date: _____