**Release Of Liability And Assumption Of Risk**

This is a release. Read it carefully and complete the form below. This release essentially says that I know I am going fly fishing which is an outdoor activity in a rural area. If I get hurt, die, or damage my belongings, I will not make a claim, sue, or expect Mohican Fly Fishing Guide Services, LLC and its owners, operators, agents, employees, associates, and affiliates (hereinafter collectively referred to as MFFGS) to be legally responsible or pay for any damages.

I acknowledge that I have voluntarily chosen to go on this fly fishing trip with MFFGS. I know and fully understand that fly fishing is an outdoor activity in a rural area and involves dangers and hazards both known and unknown where accidents can occur, participants can die, sustain injuries and property damage. These dangers, risks and hazards include, but are not limited to, water hazards in wading in and around lakes and rivers and include drowning, hiking in rugged country, and injuries from fly fishing equipment, and other fishermen, insects and wildlife, inclement weather, and the lack of immediate medical attention in the event of injury.

My participation in this activity is purely voluntary and I elect to do so at my own risk in spite of the risks and hazards. In consideration for MFFGS allowing me to participate in this fly fishing trip, I voluntarily agree to release, discharge, covenant not to sue, and hold harmless MFFGS from all and any claims, demands, and lawsuits of liability for illness, disease, injury, death, loss and property damage which are in any way connected with my participation in this activity, including but not limited to their negligence, recklessness, strict liability, breach of contract, or any other act or omission by them. In signing this release document, I fully recognize and understand that if I (or any minors on whose behalf I am signing this release) am/are hurt, die, or my property is damaged, I am giving up my right to make a claim or file a lawsuit against MFFGS even if they negligently or by some other act or omission cause the injury or damage.

As a parent or legal guardian of a participant under 18 years of age, I have read and voluntarily agree that said minor may participate in this fly fishing trip, and I sign this release on their behalf. Also, I give MFFGS permission to treat said minor in case of illness, injury, or accident.

Should emergency medical services become necessary to me or any minor, the expenses are the sole responsibility of mine and not that of MFFGS. I agree on my behalf or any minor, that I will not hold MFFGS liable regarding the provision of medical and/or emergency care or the adequacy of any such care.

Should MFFGS or anyone acting on their behalf, be required to incur attorney’s fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

MFFGS reserves the right to decline service to any person it judges incapable of meeting the rigors and 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. I also agree to follow all rules regulations and instructions of MFFGS and have reviewed and understand their policy on canceled trips and refunds and agree to all the stated conditions.

**I have read this document. I understand that this is a full and complete release of all claims for liability not only on my behalf but also on behalf of my heirs, all family members, representatives, and assigns.**

**NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**NAME of MINOR (If Applicable): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**