**Janet M. Schmitt**

**T/A Anglers’ Refuge Guide Service LLC**

**Drums, Pennsylvania**

**Liability Policy and Waiver Release Agreement**

**POICY STATEMENT**:

I, the undersigned, in consideration of services rendered by the Anglers’ Refuge Guide Service, its officers, employees, agents or representatives, hereby agree to release and hold harmless Anglers’ Refuge Guide Service on behalf of myself, my heirs, assigns, personal representative and estate as follows:

I acknowledge that I have voluntarily chosen to go on this fly fishing trip with Anglers’ Refuge Guide Service. 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, drowning, hiking in rugged country, injuries from fly fishing equipment, other fishermen, insects and wildlife, inclement weather, and the lack of immediate medical attention in the event of injury.

**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 as described in this document. I expressly agree, and promise to accept and assume all responsibilities of all risks while I engage in this event, and agree that I will have no right to make claim or file a lawsuit against Anglers’ Refuge Guide Service and Guides, or its officers, contractors, agents, or employees. By signing this Agreement I, myself, or as parent or guardian of any accompanying minor, unconditionally release and hold harmless Anglers’ Refuge Guide Service and Guides or their representatives against and for all liability, cost, expenses, claims and damages for 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 Anglers’ Refuge Guide Service and Guides.

**PHYSICAL HEALTH**:

To the best of my knowledge I, the client, have no physical restrictions which would prohibit my participation in any-and-all activities offered by Anglers’ Refuge Guide Service including fly fishing, hiking, wading and consuming food or beverage prepared by the outfitter 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 Anglers’ Refuge Guide Service liable regarding the provision of medical and/or emergency care or the adequacy of any such care.

**LICENSES**:

I do certify that I have all the necessary personal licenses and/or permits to participate in any of the aforementioned activities with the guide and that I do not hold Anglers’ Refuge Guide Service, their agents, other fly 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, not-withstanding the fact that circumstances, including but not limited to, weather, governmental action, staff illness, equipment failure or other factors may prevent movement into or out of certain areas on certain days. No show policy: The Guide will wait for 30 minutes past the meet time. If you do not arrive within that time your trip will be forfeited in addition to any deposits or payments.

Anglers’ Refuge Guide Service 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 Anglers’ Refuge Guide Service and have reviewed and understand their policy on canceled trips and refunds and agree to all the stated conditions.

I agree and acknowledge that 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_