CLIENT RELEASE OF LIABILITY/ASSUMPTION OF RISK AGREEMENT

CAPTAIN CHRIS' FISHING GUIDE SERVICE, LLC

PLEASE READ BEFORE SIGNING

Captain Chris is certified by the U.S. Coast Guard as a Merchant Mariner and his instructions should be followed at all times by parties on the trip and adhere to the following:

1. Trips. Trip begins upon entering the boat and finishes upon leaving boat. Any incidents during lunch and/or breaks on-shore are usually not covered by Capt Chris' insurance agencies. <u>Clients will make Capt Chris aware of any medical or other conditions (i.e. – cannot swim) prior to start of trip.</u>

2. Insurance. Capt Chris carries special fishing guide watercraft insurance, which includes medical coverage, and event/participation insurance coverage to protect clients from *significant* events. By signing the client release of liability on page 2, you understand the risks associated with boating and fishing, however you are still covered by insurance when an act of a "gross negligence" is committed by Capt Chris. For clarification, please contact Capt Chris for further details and examples.

3. Safety. Safety will be adhered to at all times. Unsafe practices pointed out by Capt Chris must be adhered to. If you require a safety briefing on boat operation in case of incident with Captain, location of safety items such as fire extinguisher, throwable lifejacket cushion, extra life jackets, etc., bring this to attention of Capt Chris at beginning of trip/anytime you have a question.

4. Life Jackets. All clients will adhere to safety at all times during trip. U.S. Coast Guard approved chest life jacket(s) are available and should be worn at all times when boat's combustion engine is in operation and any other time Capt Chris or client feels appropriate. Life jacket(s) should be fastened, snapped, or zipped when in use. *If participant elects <u>not</u> to wear life jacket, they do so at their own risk/assume risks associated without using it (i.e. – drowning.) Participant's initial here if not wearing life jacket*

5. Weather. In case inclement weather (high winds, lighting/thunder, extreme heat/cold), Capt Chris' will assess conditions and cancel or shorten trip. Pricing may be adjusted to compensate for less than full trip.

6. Incidents. If an incident occurs, such as boating accident, falling in/out of boat, hooked by fishing lure, etc., clients should call 911 immediately for significant injuries or seek medical treatment after trip for minor injuries. Copies of final medical treatment and billing may be required to be provided to Capt Chris.

7. Damages. All damage caused by clients (physical damage to boat/equipment, lost rod/reel overboard, etc.) will be reimbursed. Reimbursement will be made at conclusion of trip or as soon as feasible after trip to Capt Chris.

8. Licenses. All clients will possess current fishing license(s) and adhere to South Carolina Department of Natural Resources fish catch limits.

9. Wildlife. Clients will not provoke or agitate wildlife (alligators, birds, snakes, bees, etc.) causing or increasing likelihood of an attack. Wildlife rules/regulations will be followed at all times (Santee Cooper).

10. Alcohol/Drugs/Firearms. No alcohol or illegal (non-prescription) drugs will be consumed by parties during trip. No firearms will be allowed in boat.

11. Photographs/Video. Photographs or videos taken by Capt Chris using <u>his</u> camera/video equipment will become part of Capt Chris Fishing Guide Service LLC and may be used on his internet or other social media. *If client does not consent to photos or video be taken, inform Capt Chris prior start of trip.* Photographs/videos taken using <u>clients</u> own equipment is not subject to this clause.

12. Littering. There will be no littering of any kind into the lake, especially in refuge areas. This includes fishing lures like plastic worms, fishing line, cigarettes/cigars, soda cans, fruit peals, etc.

13. Deposits. Deposit for trips will be maintained to hold/lock-in a guide trip specific date. A deposit will be required for each day's trip, if more than one day. If member does not make trip, deposit will be kept by Capt Chris (this covers some expenses such as gas driving to lake, missed opportunity to take another trip on same day, etc.). Weather-related trip cancellation will result in a refund of deposit or transfer to another rescheduled date. All other trip cancellations or change circumstances will be evaluated by Capt Chris to determine keeping of deposit, transfer to another day, or refund.

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CAPTAIN CHRIS' FISHING GUIDE SERVICE, LLC

PLEASE READ BEFORE SIGNING

Clients First and Last Name (Print Clearly):

In consideration of being allowed to participate in any way in the trip, related events and activities, I the undersigned, acknowledge, and agree that:

- 1. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death.
- 2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEE (Capt Chris) or others, and assume full responsibility for my participation.
- 3. I willingly agree to comply with terms and conditions for participation. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of Captain Chris immediately.
- 4. I, for myself and on behalf of heirs, assigns, personal representative and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS Captain Chris and Captain Chris' Fishing Guide Service, LLC., its sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the event (RELEASEE), from any and all claims, demands, losses, and liability arising out of or related to any INJURY, DISABILITY OR DEATH I may suffer, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEE OR OTHERWISE, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

X		
Client's Signature	Age *	Date

* Only required for taking responsibility for minor under age 18

* Place age of parent or guardian, must be over the age of 18 themselves

FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINOR AGE

Minor's Printed First/Last Name (Under age 18 at time of trip)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasee from any and all liability incidents to my minor child's involvement or participation in this program as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEE, the fullest extent permitted by law.

X

Parent/Guardian Signature

Date

Person to Notify

Emergency Phone Number

Each client must complete a separate form. Exception – Parents/Guardians may complete one form to include minor/children under age 18.

Return signed form to: 1) 2705 Carnegie St, Sumter, SC 29153, 2) scan signed form, e-mail to <u>CaptChrisFishing@aol.com</u>, or 3) physically present signed form at beginning of trip.

Attorney of Record: Chris' Fishing Guide Service, LLC. utilizes Young, Keffer, and Donnald Law Firm, Kenneth R. Young Jr., Attorney At Law, Phone: (803) 773-4371, or E-mail: kyoung@sumterattorney.com