

LIABILITY WAIVER, RELEASE, ASSUMPTION OF RISK and INDEMNITY AGREEMENT

I acknowledge that, directly and indirectly, I have requested that I, or the minor identified below, be allowed to participate in and utilize services, related events, and activities provided by Fly Fishing Specialties at Lees Ferry including guided fishing and backhaul (water taxi) services. I understand acknowledge, appreciate, and agree that there are significant elements of risk in any adventure, activity, or sport associated with water and the outdoors. I have read (on the back of this form) and am fully aware of the risks, hazards, and dangers inherent in outdoor activities involving flowing water, exposure to extremes of weather including heat, cold and wind and participating in these activities in a harsh physical environment. I acknowledge, understand and promise to abide by all regulations in Glen Canyon National Recreation Area including mandatory wearing of a personal flotation device while in any personal watercraft including but not limited to inflatable kayaks, hard shell kayaks and paddle boards.

By engaging Fly Fishing Specialties at Lees Ferry for guided fishing or backhaul (water taxi) services, I certify that I am in adequate physical and mental condition to engage and participate safely in these activities.

Therefore, I assume full responsibility for personal injury to myself and/or to members of my family and for loss or damage to my personal property and expenses thereof as a result of my participation in above mentioned activities.

I, for myself and on behalf of my heirs, assignments, personal representatives, and next of kin, hereby release, indemnify, and hold harmless Fly Fishing Specialties at Lees Ferry, its officials, agents and/or employees, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event 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 releasees or otherwise.

I have read, understood, and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon the parties during the entire period of my participation in said activity.

PRINT Participant's Name _____

SIGNATURE _____

If the participant is younger than 18, a parent or legal guardian must sign

ADDRESS

City _____ State _____ Zip _____

DATE _____/_____/_____

Significant elements of risk and dangers are associated with any adventure, activity, or sport associated with water and the outdoors. They include but are not limited to, the following:

● Hazards of traveling in a inflatable or hard shell kayak, paddle board or other self propeller floating craft.

- Hazards of cold water and strong currents
- Hazards of strains or sprains
- Hazards of fractures or punctures
- Hazards of wading on unstable substrate, in cold water and in strong currents
- Hazards of loss of or damage to personal property
- Insect bites or stings
- Hazards from rocks or other falling objects within a sheer walled canyon
- Failure or lack of communication equipment
- Failure or lack of safety equipment
- Hazards of injuries occurring in rescue operations
- Hazards of falls from elevated features
- Hazards from forces of nature
- Hazards associated with obstructions in the river
- Hazards associated with floating a waterway frequented by high speed watercraft
- Death
- Accidents
- Drowning
- Entrapment
- Slippery Surfaces
- Eye injuries
- Equipment malfunction
- Cold-related injuries
- Heat-related injuries
- Lightning