

TheBerts Flies and Guide Service

1564 Bangor Rd.
Clinton, ME 04927
207-299-0700

Waiver and Release Agreement

Please read carefully before signing This is a release of liability and waiver of certain legal rights in consideration for my being permitted to participate in the activities of a guided fishing trip, I agree to the following Waiver and Release: I acknowledge that fishing has inherent risks, hazards, and dangers for anyone, that cannot be eliminated, particularly in a wilderness environment. I UNDERSTAND THAT THESE RISKS, HAZARDS, AND DANGERS INCLUDE WITHOUT LIMITATION: 1. Water hazards in boating and wading in the rivers including drowning; 2. Hiking in rugged country; 3. Injuries from fishing equipment and other participants; 4. Encounters with wildlife, animals, and insects; 5. Temperature extremes; 6. Inclement weather conditions and unavailability of immediate medical attention in the wilderness in case of injury. I understand the risks, hazards, and dangers of fishing and have had the opportunity to discuss them with Thomas Hebert, Registered Maine Guide, of TheBerts Flies and Guide Service. My participation in this activity is purely voluntary. No one is forcing me to participate and I elect to participate in spite of the risks. I AM VOLUNTARILY USING THE SERVICES OF TheBerts Flies and Guide Service WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS, OR DEATH. Lastly, I, for myself, my heirs, successors, executors, and subrogees, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS Thomas Hebert of TheBerts Flies and Guide Service from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorneys' fees) which are related to, arise out of, or are in any way connected with my participation in this activity including, but not limited to, NEGLIGENCE of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me or my property as a result of my engaging in these activities or the use of these services, animals or equipment, whether such damage, loss, injury, paralysis, or death results from negligence of

_____ or from some other cause. I, for myself, my heirs, my successors, executors, and subrogees, further agree not to sue Thomas Hebert of TheBerts Flies and Guide Service as a result of any injury, paralysis, or death suffered in connection with my use and participation in the activities of fishing, wading, boating, hiking, and/or canoeing. I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE AGREEMENT

Printed Name: _____

Signature _____ Date _____

Address: _____

Phone Number: _____

If under eighteen years of age, parent, guardian, or custodian must sign the following indemnification: INDEMNIFICATION In consideration for the above minor being permitted by _____ to participate in the activities of a guided fishing trip which include, without limitation, the use of its services and equipment, I agree to the following waiver, release, and indemnification: The undersigned parent, guardian, or custodian of the above minor, for himself/herself and on behalf of said minor, hereby joins in the foregoing Waiver and Release and hereby stipulates and agrees to save and hold harmless, indemnify, and forever defend Thomas Hebert of TheBerts Flies and Guide Service against any claims, actions, demands, expenses, liabilities (including reasonable attorneys' fees), and NEGLIGENCE made or bought by said minor or by anyone on behalf of said minor, as a result of said minor's participation in the activities of a guided fishing trip and his or her use of the property of TheBerts Flies and Guide Service. I, for myself and on behalf of said minor, further agree not to sue Thomas Hebert of TheBerts Flies and Guide Service as a result of any injury, paralysis or death that said minor suffers in connection with his/her participation in the activities of a guided fishing trip.

Signature of Parent/Guardian: _____ Date: _____

Printed Name of Minor: _____