

## Bass Fishing Guide Service Liability Release Form

In consideration for my participation in the fishing excursion (Guided Bass Trip) coordinated with Mark Lassagne a licensed, insured and bonded guide. I agree to the following waiver and release:

I acknowledge that fishing and boating has inherent risks, hazards, and dangers for anyone that cannot be eliminated, particularly in an outdoor environment. I understand that these risks, hazards, and dangers include without limitation:

1. Recognize that the Guided Bass Trip participant(s) has requested takes place in a natural environment, possibly including hazardous situations. The trip may involve risks, dangers and hazards resulting from various circumstances, including but not limited to: collision with other vessels, underwater objects, changing weather conditions, equipment faults or other circumstances not referred to herein but inherent to the hazards which may be encountered in outdoor environments.
2. Understand and accept that the "excursion" involves risks, which may include, but is not limited to, personal injury or death and damage to or loss of property.
3. Assume responsibility for and the risk of swimming should you enter the water.
4. Assume responsibility and the risk of, personal injury, death or property damage or loss resulting from any participation in the services provided.
5. Participant(s) agrees to hold harmless and indemnify all guides, employees, workers, servants and agents from any and all liability for any loss, damage, personal injury, death, or expenses sustained by me or any third party which in any way arises out of, or relates to participation in the excursion, however caused, natural or otherwise.
6. Any loss of Mark Lassagne's equipment by the participant(s) will result in charges to the participant for said equipment (other than lures or line).
7. Responsible for donning a life jacket when the boat's engine is running.

I understand the risks, hazards, and dangers of fishing and have had the opportunity to discuss them with my guide or outfitter. I understand that these activities may require good physical conditioning and a degree of skill and knowledge. I believe I have that good physical conditioning and the degree of skill and knowledge necessary for me to engage in these activities safely. I understand that I have responsibilities. 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 this outfitter/guide 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 subrogates, hereby knowingly and intentionally waive and release, indemnify and hold harmless my assigned guide 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 indirectly or directly 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 equipment, whether such damage, loss, injury paralysis, or death results from negligence of my guide/outfitter, or from some other cause. I, for myself, my heirs, my successors, executors and subrogates, further agree not to sue any entity, business, employee, guide, volunteer or outfitter associated with my activity/trip. Injury, paralysis, or death suffered in connection with my use and participation in the activities of this outfitter/guide/company is solely my responsibility.

I have read carefully, clearly understand, and voluntarily sign this waiver and release agreement.

(participants under the age of 18 must have a parent or guardian sign)

Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Phone: \_\_\_\_\_

Signature (type your name here): \_\_\_\_\_

Date: \_\_\_\_\_

CA Fishing License # \_\_\_\_\_

Email this form to Mark to: [mark@ezbass.com](mailto:mark@ezbass.com) or bring it with you the morning of the trip