***Yampa Valley Anglers, LLC***

***P.O. Box 273 – Yampa – CO – 80483 – 970.819.4376***

***yampavalleyanglers@gmail.com***

**RELEASE AND WAIVER OF LIABILITY AGREEMENT**

1. Rules and Conditions of Service: The client shall comply with the following rules and conditions of Yampa Valley Anglers, LLC as a prerequisite to the performance of the service.

1.1 The client agrees to catch and release fishing only.

1.2 The client shall refrain from use of tobacco products of any kind in the boat.

1.3 No alcohol shall be allowed during the service provided by Yampa Valley Anglers, LLC.

1.4 The client shall not be intoxicated during the fishing trip

1.5 The client agrees not to bring glass containers on the river.

1.6 The client agrees to wear glasses for eye protection.

1.7 The client agrees to wear life jacket on float trips.

Failure to abide by the terms of these Rules and Conditions of Service shall be grounds for Yampa Valley Anglers, LLC to terminate your river guide services and retain 100% of the fee for same as liquidated damages.

2. Release, Waiver, and Indemnification: For good and valuable consideration, including payment for river guide services, the client for themselves and their agents, representatives, heirs, administrators, successors, and assigns, waives liability for releases and forever discharges Yampa Valley Anglers, LLC, its agents, partners, affiliates, successors, and assigns of all causes of actions, whether

known or unknown that the client may have against it arising out of the river guide services that Yampa Valley Anglers, LLC is providing to client contemporaneous with the execution of this document.

2.1 Inherent Danger: The parties acknowledge that fishing in a boat is an inherently dangerous activity that is being conducted on a river or lake, where cell phones and other means of communication are not always available. The nearest hospital is sometimes hours away from the location of the boat. Knowing the same, the client releases and forever waives any claim against Yampa Valley Anglers, LLC, as set forth above.

2.2 Indemnification: Client agrees to indemnify, defend and hold harmless Yampa Valley Anglers, LLC, against any and all claims, damages, losses, and expenses (including but not limited to, reasonable attorney’s fees) threatened, asserted, or filed by the client or a third party arising out of or relating to (i) client’s use of the river guide services, (ii) any breach by client of this

Agreement, or and acts or omissions of client. The terms of this section will survive any termination of this agreement.

2.3 Disclaimer of Warranty: The client agrees to use Yampa Valley Anglers, LLC services at clients own risk. The services provided under this agreement are provided on an as is, as available basis. Yampa Valley Anglers, LLC makes no warranties of any kind,

Expressed or implied, including but not limited to warranties of non-infringement, merchantability or fitness for a particular purpose with respect to the services it provides. Yampa Valley Anglers, LLC makes no warranties that the services will not be interrupted, error-free or that any results obtained from the use of services will not be interrupted, error free or that any results obtained from the use of services is accurate and reliable. Yampa Valley Anglers, LLC expressly disclaims any liability for the river guide services to the client no oral advice or written information given by Yampa Valley Anglers, LLC representative will create any warranty nor may you rely on such information or advice.

I have read and agree to the terms on the following pages.

Fisherman #1 Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email Info\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fisherman #2 Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email Info\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_