

Acknowledgement of Risks & Assumption of Responsibility Agreement

In consideration of the services of Lillard Fly Fishing Expeditions LLC. its owners, employees, agents and affiliates, any independent operators, any other participants, and all other persons or entities associated with it (collectively referred to as “Lillard Fly Fishing Expeditions”), I (child or ward referred to from this point as Participant), and I (Parent or Guardian) on behalf of Participant, myself, and my spouse if said spouse is also a parent or guardian of the Participant (my spouse and I collectively and individually referred to from this point as Parent), (Participant and Parent individually and collectively referred to from this point as “we,” “us,” or “our”), understand, acknowledge, and agree to the following:

Although Lillard Fly Fishing Expeditions has gone to reasonable measures to guide our selection of an appropriate program, our pre-trip preparation, gear selection, physical preparation, and provide suitable program leaders for the duration of the program so that Participant can enjoy an activity in which he/she may not be skilled, we acknowledge that this activity has risks, including certain risks that may be inherent to the nature of the activity. These same risks, inherent to the nature of this activity, can result in loss or damage to property, loss or damage to the Participant, including accidental injury, illness, or in extreme cases, permanent trauma, disability or death.

We understand and acknowledge that Lillard Fly Fishing Expeditions believes it is important for us to know in advance what to expect and to be informed of an activity’s inherent risks under Lillard Fly Fishing Expeditions’ appropriate guidance, but that Lillard Fly Fishing Expeditions does not intend to frighten us or diminish our excitement for the activity. The following describes some, but not all, of those risks:

Lillard Fly Fishing Expeditions participants live, travel, and recreate in many settings where the Participant is subject to numerous risks, including, but not limited to, environmental hazards. Environmental risks and hazards include weather conditions, slopes, water conditions (temperatures, waves, rapids, etc.), hidden or unavoidable obstacles, animal encounters and other dangers subject to sudden and extreme change without notice. Possible injuries and illness range from mild to serious conditions, including, but not limited to, hypothermia, frostbite, dehydration, altitude sickness, and sunburn. Subject to our program selection, Lillard Fly Fishing Expeditions activities may include, but are not limited to: hiking, backpacking, and fishing in a wide variety of environments, including on rock, snow, and ice. Participants may also volunteer in diverse settings while doing work that is varied and oftentimes unfamiliar, utilizing tools (tools include, but are not limited to, hammers, shovels, and potentially dangerous materials, such as paints, cleaning and chemical agents, and herbicides). Participants also play games and sports in a wide variety of environments and visit cities, towns, and rural areas. Travel by foot, and by any other means, over rugged, unpredictable terrain (including, but not limited to, boulder and downed timber fields, river hazards, high mountain passes, snow and ice, steep and slippery slopes and rocks, river beds) both on-trail and off has a variety of inherent risks. Attendant risks include environmental risks, collision, drowning, falling, and others normally associated with such modes of travel.

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LILLARD FLY FISHING

EXPEDITIONS

Students Name: _____

Acknowledgement of Risks & Assumption of Responsibility Agreement (CONT.)

Decisions are made by Lillard Fly Fishing Expeditions in a wide variety of settings based on a variety of evaluations and perceived information, which by their nature, may be imprecise and subject to error. Participants interact with fellow participants, Lillard Fly Fishing Expeditions staff, the staff of independent operators and agents, and members of the general public, but Participants may have free time without direct supervision. Throughout the program, Participants are responsible for their own safety.

We acknowledge and understand that Lillard Fly Fishing Expeditions programs include the risk of injury or death to Participants. We understand the description of those risks above is not complete and that other unknown or unanticipated risks may arise. We acknowledge that participation in this activity is purely voluntary and that participation is joined with full knowledge of the possible risks.

We have read and understand the materials Lillard Fly Fishing Expeditions has made available, including the Lillard Fly Fishing Expeditions website (www.lillardflyfishing.com), and this Acknowledgment of Risks & Assumption of Responsibility Agreement. In light of this information, we acknowledge that this activity may require a set of learned skills and that participants have responsibilities. We acknowledge that Lillard Fly Fishing Expeditions has been available to explain more fully to us the nature and physical demands of this activity and the inherent risks, hazards, and dangers associated with this activity, some of which are addressed above.

We have verified with our physician or appropriate medical professionals, and confirmed in the appropriate medical forms, that the Participant has no past or current physical or psychological condition that might affect or preclude participation in this activity. Therefore, we represent that the Participant is fully capable of participation in this activity without causing harm to the Participant or to others. We assume and accept full responsibility for the Participant and for injury, death, loss or damage to personal property, and expenses suffered as a result of the inherent risks and hazards identified to us by Lillard Fly Fishing Expeditions, as well as those inherent risks and dangers not specifically identified, and as a result of our negligence in participating in this activity.

We understand and agree that the laws of the State of North Carolina govern this document and all aspects of our relationship with Lillard Fly Fishing Expeditions, contractual or otherwise; and that the State of North Carolina, will be the sole jurisdiction and venue for any legal proceeding relating to or arising out of this program. If a court or any other appropriate authority finds any portion of this document to be invalid, the remainder nevertheless will remain in full force and effect. We have read, understand, and accept the terms and conditions stated herein and agree that this Acknowledgment of Risk & Assumption of Responsibility Agreement shall be effective and binding upon the undersigned and their heirs, the Participant(s), estates and personal representatives, and all members of our family, both before and after the minor Participant reaches maturity.

Print Participant's Name: _____

Participant Signature: _____ Date _____

Print Parent/Guardian's Name: _____ Date _____

Parent/Guardian Signature: _____ Date _____

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