

# LILLARD FLY FISHING

EXPEDITIONS

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

## Liability Release & Agreement to Indemnify

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 on as ("we," "us," or "our")), understand and agree to the following: We have read, understand, and accept the attached Acknowledgement of Risks & Assumption of Responsibility Agreement; we acknowledge and assume all risks of the program, specified and unspecified, inherent or otherwise; and we agree to the Acknowledgment of Risks & Assumption of Responsibility agreement's provisions as though they were fully set forth again here. With the singular exception of an injury or loss that occurs on Federal Lands, whose rules and regulations may prohibit our doing so, we release and discharge Lillard Fly Fishing Expeditions from all claims and liability for any loss or damage in any way connected with the Participant's enrollment and participation in this program or any associated activities. This release includes loss or damage to either property or the Participant caused by the simple negligence of Lillard Fly Fishing Expeditions with the exception of loss or damage caused by gross negligence, or willful or wanton misconduct on the part of Lillard Fly Fishing Expeditions.

We understand and accept that in signing this document, we waive our right to make a claim or file a lawsuit against Lillard Fly Fishing Expeditions for personal injury, property damage, wrongful death or otherwise, except in cases arising from gross negligence, or willful or wanton misconduct on the part of Lillard Fly Fishing Expeditions. Parents agree to indemnify, and protect by payment of reimbursement, Lillard Fly Fishing Expeditions from any claim which may be brought by or on behalf of the Participant, any member of the Participant's family, estate or representatives, for injury or loss resulting from those inherent risks of the program, both specified and unspecified in the attached Acknowledgment of Risks & Assumption of Responsibility Agreement, except injury or loss caused by gross negligence, or willful or wanton misconduct on the part of Lillard Fly Fishing Expeditions, and from any claim which may be brought by any independent operator or third party for injury or loss resulting from our (whether it be the Parent or Participant as defined above) acts or omissions, or the acts or omissions of the Participant.

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, County of Transylvania will be the sole jurisdiction and venue for any legal proceeding relating to or arising out of this program. If a court or 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 acknowledge that this 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 majority.

Parent(s)/Guardian(s) Signatures:

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

Participant Signature:

\_\_\_\_\_ Date \_\_\_\_\_