

**WAIVER OF LIABILITY**

**DATE:** \_\_\_\_\_

For and in consideration of using the services of Miller's Mountain Anglers LLC, operating as Miller's Mountain Anglers, I \_\_\_\_\_, \_\_\_\_\_ (name) hereby release Miller's Anglers LLC, and all its members, agents, owners, past and present, from any and all claims as I may have as a participant arising directly or indirectly from my Activity Participation of services provided. By evidence of my signature below, I certified that I am over the age eighteen (18) and are of sound mind and body to enter into this contract.

1: I agree that my Activity Participation involves both known and unknown risks and that such participation may result in serious physical and/or emotional injury and/or death to third persons and/or myself as well as damage to property owned by me and/or third persons. I fully understand and agree that such known and unknown risks cannot be eliminated if I engage in Activity Participation. I further agree to be responsible for any persons in my group that is under the age eighteen (18).

2: Some of the risks involved with my Activity Participation included, **but are not limited to**, scrapes, cuts, bruises, serious injuries, muscle sprains, bone fractures, muscle injuries, and other injuries or death which can result from the activities of my participation, any pre-existing medical conditions that I may have, and/or the acts or omissions of other participants. I fully understand and accept these risks as well as any other risks unknown to me at the time of signing this Waiver of Liability.

3: I agree to indemnify and hold harmless the Released Persons from all costs and/or expenses, including but not limited to, attorney fees resulting directly, or indirectly from my Activity Participation, and costs/expenses incurred by the Released Persons defending and/or enforcing this agreement. I further agree to indemnify and hold harmless the Released Persons from all costs and/or expenses for any injuries or property damage sustained to any minor child that is in my group as is evidence by my signature below.

4: I certify that I am physically able to participate in Activity Participation. I fully understand that the Released Persons lack any knowledge of my medical and/or physical condition which may result in an injury to myself and/or other persons, and voluntarily assume any risks of injury occurring to me while engaging in Activity Participation.

5: I agree to comply in all respects with all rules, instructions, and modifications by Miller's Mountain Anglers governing Activity Participation.

6: I, the undersigned, have freely and voluntarily negotiated and entered into this Contract.

In witness thereof, the undersigned has executed this Waiver of Liability on the date set forth above, and valid for all dates future.

Name of Participant or Parent/Guardian: \_\_\_\_\_

Home Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

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

Signature of Participant, if a minor, signature of Parent or Legal Guardian: \_\_\_\_\_