

## **ACKNOWLEDGEMENT OF RISK AND ACCEPTANCE OF RESPONSIBILITY**

This document affects your legal rights. You must read and understand it before signing. Refusal to sign this document will qualify as a last-minute cancellation of your guided trip and will require full payment.

In consideration of the services provided by YELLOWSTONE COUNTRY FLY FISHING (Walter Wiese, outfitter), and any agents, employees, contractors, volunteers, and all other persons or entities acting in any capacity on its behalf, hereafter referred to as "the provider," I hereby understand and agree to the following:

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### **Part I: Duties of Participants**

All participants shall have a duty to act as reasonably prudent persons when engaging in a guided fishing trip, hereafter referred to as "excursion," conducted by the provider as set forth at section 34-47-401, M.C.A., et. seq. Participants shall not willfully or negligently engage in any type of conduct which contributes to or causes injury to any person. Prior to embarking on any self-initiated aspect of this activity, I must inform my guide/outfitter of my plans and/or intentions and receive their permission.

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### **Part II: Disclosure of Limitations**

I have provided a full and honest description of any physical or mental limitations that may impact my ability to take part in this excursion. These include but are not limited to: injuries, disabilities, or general physical conditions influencing my mobility, physical limitations imposed by my age or physical fitness, phobias including fear of drowning, heights, or animals, and vision or hearing problems.

The provider will make every attempt to account for the limitations of which I have made it aware, but I understand and agree that this accounting does not remove all potential dangers to myself and may limit the areas in which I can fish.

I understand and agree that I will not hold the provider liable either in a court of law or in any civil arena including but not limited to online review websites for any disclosed or undisclosed limitations that impact my ability to take part in all or portions of this excursion.

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### **Part III: Acknowledgement and Acceptance of Risk**

I understand and acknowledge that the excursion in which I am about to engage bears certain known and unanticipated risks that may be hazardous to participants regardless of all feasible safety measures taken by the provider. These include but are not limited to: drowning, severe weather including sudden weather changes, my physical condition and physical exertion for which I am not prepared, hypothermia, hyperthermia, altitude sickness, dehydration, heat stroke, motion sickness, snake bite, insect stings or bites, animal attacks, limited access to medical attention, travel over rough/rugged terrain, falling rocks, dangerous river conditions, falling from watercraft, and my or another participant's actions or omissions which could result in injury or death or damage to myself or my property.

I understand and acknowledge that I will be held liable for loss, damage, or destruction to property belonging to the provider that occurs due to my actions and will be required to pay replacement costs on these items. This includes but is not limited to damage or destruction of boats, motor vehicles, coolers, fishing tackle, and marine equipment. The loss or destruction of flies, leaders, and other terminal fly tackle consumed on a normal fishing day are covered by the provider.

I, being aware that this activity entails risks of injuries to myself and a risk of injury to third parties as a result of my actions, expressly agree and accept all responsibility and risk for injury, death, or damage to myself or to my property arising from participation in this activity. I also agree to pay for any damages caused to others, including attorney's fees, if they are injured or otherwise damaged due to negligent actions on my part.

My participation in this activity is purely voluntary. I elect to participate in spite of known and unanticipated risks.

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### **Entire Agreement**

I understand that this is the entire agreement between myself and the provider and that it cannot be modified or changed in any way by the representatives of or statements from the provider or by myself.

<b><u>Sign</u></b>	<b><u>Print</u></b>	<b><u>Signature of Parent/Guardian</u></b>	<b><u>Date</u></b>

## **INTERNET AND SOCIAL MEDIA POLICY – KEEPING OUR WATERS SECRET**

YELLOWSTONE COUNTRY FLY FISHING is dependent on healthy fisheries, in many cases fisheries that do not suffer much angling pressure and are not well-known to the general public. We need to keep it this way. We require our guests to avoid posting the names and locations where we fish on any online or other public forum, as well as photos/videos of these locations with identifiable backgrounds or other recognizable details, without express written permission from Walter Wiese. This prohibition includes all social media, blog posts, club websites, etc. If there aren't many other people fishing where/when we are, we ask you not to talk about it or post recognizable pictures of it.

The above prohibition is only required on waters that are comparatively unknown and lightly fished. As such, the above policy does not apply to the following locations in Montana: Yellowstone River, Madison River, Missouri River, Depuy Spring Creek, O'Hair Spring Creek, Nelson's Spring Creek, or any public or private lake or reservoir. The above policy does not apply to the following locations in Yellowstone National Park: Yellowstone River, Madison River, Firehole River, Gibbon River, Lamar River, Slough Creek, and Soda Butte Creek. Feel free to post photos and videos of these waters however and wherever you like.

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## **PHOTOGRAPHIC RELEASE (OPTIONAL)**

The following document allows your guide/outfitter to take photos of you (or your minor child) throughout the excursion using his/her camera(s) and/or camera(s) belonging to you and for YELLOWSTONE COUNTRY FLY FISHING, Walter Wiese, and/or your outfitter/guide to use these photographs for promotional, advertising, journalistic, and other commercial and noncommercial purposes. Your personal information will not be compromised. Your guide/outfitter will make every effort to provide you with a selection of the digital photos he/she shoots using his/her device(s).

I grant to YELLOWSTONE COUNTRY FLY FISHING, Walter Wiese, and my outfitter/guide ("Photographer") the absolute and irrevocable right and unrestricted permission concerning any photographs that he/she has taken or may take of me or in which I may be included with others, to use, reuse, publish, and republish the photographs in whole or in part, individually or in connection with other material, in any and all media now or hereafter known, including the internet, and for any purpose whatsoever, specifically including illustration, promotion, art, editorial, advertising, and trade, without restriction as to alteration. I release and discharge Photographer from any and all claims and demands that may arise out of or in connection with the use of the photographs, including without limitation any and all claims for libel or violation of any right of publicity or privacy. This authorization and release shall also inure to the benefit of the heirs, legal representatives, licensees, and assigns of Photographer, as well as the person(s) for whom he/she took the photographs. I have read this document and fully understand its contents. This release shall be binding upon me and my heirs, legal representatives, and assigns.

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