



Fly Fishing For Life™

Acknowledgment of Journey Member Responsibility, Express Assumption of Risk, and Release of Liability

I understand that during my participation in this Fly Fishing for Life™ Journey (the "Journey"), I may be exposed to a variety of hazards and risks, foreseen or unforeseen, which are inherent in each Journey and cannot be eliminated without destroying the unique character of the Journey. These inherent risks include, but are not limited to, the dangers of personal injury, property damage, and death ("Injuries and Damages") from exposure to the hazards of travel and the Journey itself, and Fly Fishing for Life has not tried to contradict or minimize my understanding of these risks. I know that Injuries and Damages can occur by natural causes and/or activities of other persons, animals, trip members, trip leaders and assistants or third parties, either as a result of negligence or because of other reasons. I understand that risks of such Injuries and Damages are involved in adventure travel such as is offered by Fly Fishing for Life and I appreciate that I may have to exercise extra care for my own person and for others around me in the face of such hazards. I further understand that on this Journey there may not be rescue or medical facilities or expertise necessary to deal with the Injuries and Damages to which I may be exposed.

In consideration for my acceptance as a participant on this Journey, and the services and amenities to be provided by Fly Fishing for Life in connection with the Journey, I confirm my understanding that:

I have read any and all rules and conditions applicable to the Journey made available to me; I will pay any and all costs and fees for the Journey; and I acknowledge my participation is at the sole and absolute discretion of the leader and that I may be asked to leave the Journey at any time if the leader determines, in his sole and absolute discretion, that my participation is detrimental to the Journey, to myself or to any other individual.

The Journey begins and ends at the location where the Journey officially commences with the leader and participants in attendance, as designated by Fly Fishing for Life ("Rendezvous Point"). The Journey does not include carpooling, transportation, or transit to and from the Rendezvous Point, and I am personally responsible for all risks associated with this travel. This does not apply to transportation provided by Fly Fishing for Life after the commencement and before the end of the Journey.

I assume all risks inherent in the Journey and waive all liability against Fly Fishing for Life as a result of my decision to join the Journey and my decision to remain on the Journey from beginning to end.

Also, if I decide to leave early and not to complete the Journey as planned, I assume all risks inherent in my decision to leave and waive all liability against Fly Fishing for Life arising from that decision. Likewise, if the leader, in his sole and absolute discretion, has concluded the Journey, and I decide to go forward without the leader, I assume all risks inherent in my decision to go forward and waive all liability against Fly Fishing for Life arising from that decision.

To the fullest extent allowed by law, I agree to **WAIVE, DISCHARGE CLAIMS, AND RELEASE FROM LIABILITY**, and to **INDEMNIFY, DEFEND AND HOLD HARMLESS** Fly Fishing for Life, its officers, directors, employees, representatives, agents, and leaders from **any and all liability** on account of, or in any way resulting from Injuries and Damages, even if caused by the **negligence** of Fly Fishing for Life, its officers, directors, employees, representatives, agents, and leaders, in any way connected with this Journey. I understand and intend that this assumption of risk and release is binding upon my heirs, executors, administrators and assigns, and includes any minors accompanying me on the Journey.

I agree that should any dispute arise between Fly Fishing for Life and me under this Agreement, regarding the Journey or otherwise, I agree that I shall first participate in a mediation to try to resolve such dispute. The mediation shall take place in Los Angeles, California, at a place to be designated by the mediator, and shall last for at least four hours. The mediation may last longer or include additional mediation sessions, if all parties and the mediator consent. The mediator fees shall be shared equally by Fly Fishing for Life and me. The mediation shall take place within such time as practicable upon notification that a dispute has arisen. The mediation shall be subject to the confidentiality provisions of California Evidence Code Section 1152.5. In the event the mediation is unsuccessful, I agree that the exclusive method for resolving any controversy or claim arising out of or related to this Agreement, the Journey or otherwise, shall be by binding arbitration under California Code of Civil Procedure §§ 1280-1294.2. Either party may enforce the award of the arbitrator under Code of Civil Procedure § 1285. I understand that I am waiving my rights to a jury trial. If the parties are unable or unwilling to agree on an arbitrator, the American Arbitration Association shall select the arbitrator. The arbitration shall take place in Los Angeles, California, at a time and place selected by the arbitrator pursuant to the Rules of the American Arbitration Association at its office in Los Angeles, California. Before arbitration commences and during such arbitration, each party shall pay the arbitrator one-half (½) of the expected cost of the arbitration on demand of the arbitrator. Except as expressly provided in the immediately preceding sentence, each party shall bear its own costs and fees of arbitration. The parties irrevocably waive any objections to improper venue or inconvenient forum in Los Angeles, California, for mediation and arbitration and any related proceedings.

I have read this document in its entirety and I freely and voluntarily assume all risks of such Injuries and Damages and notwithstanding such risks, I agree to participate in the Journey.

This Agreement shall be binding upon and inure to my benefit; I agree that I may not assign this Agreement, in whole or in part, without the prior written consent of Fly Fishing for Life.

This Agreement is intended to be as broad and inclusive as is permitted by law. If any provision or any part of any provision of this Agreement is held to be invalid or legally unenforceable for any reason, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

Name: _____

Signed: _____ Date: _____

If you are a minor (under age 18), your parent or legal guardian must sign this Agreement on your behalf.

I hereby agree and consent to the foregoing Agreement on behalf of the minor below.

Name and Age of Minor: _____
(Please Print) (Age)

Signature of Parent or Guardian: _____ Date: _____

Please complete and return this form and return it to:

Kenny Fischer
Fly Fishing for Life
11628 Montana Ave. # 303
Los Angeles, CA 90049
Fax 310-826-5975.

OR:

Kfischer@flyfishingforlife.net