

WAIVER AND RELEASE AGREEMENT

Please read carefully before signing

This is a release of liability and waiver of certain legal rights

In consideration of my being permitted to participate in the activities of Dory Fishing, Dory Rides and Dory Sightseeing, I agree to the following Waiver and Release:

I acknowledge that fishing has inherent risks, hazards, and dangers for anyone that cannot be eliminated, particularly in a wilderness or ocean environment. I UNDERSTAND THAT THESE RISKS, HAZARDS, AND DANGERS INCLUDE WITHOUT LIMITATION:

1. Water hazards in boating and wading in the rivers and oceans including drowning.
2. Injuries from fishing equipment and other participants.
3. Encounters with wildlife, animals and insects.
4. Temperature extremes.
5. Inclement weather conditions and unavailability of immediate medical attention in wilderness or ocean in case of injury.

I understand the risks, hazards, and dangers of fishing and have had the opportunity to discuss them with Mark Lytle and/or Lytle Charters. I understand that these activities may require good physical conditioning and a degree of skill and knowledge. I believe I have that good physical conditioning and the degree of skill and knowledge necessary for me to engage in these activities safely. I understand that I have responsibilities. My participation in the activity is purely voluntary. No one is forcing me to participate and I elect to participate in spite of the risks. I AM VOLUNTARILY USING THE SERVICES OF **MARK LYTLE AND/ OR LYTLE CHARTERS** WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS, OR DEATH.

Lastly, I, for myself, my heirs, successors, executors, and subrogees, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, ENDEMNIFY AND HOLD HARMLESS **MARK LYTLE AND/OR LYTLE CHARTERS**, their directors, officers, agents, employees, and volunteers from and against any and all claims, actions, causes of action, liabilities, suites, expenses, (including reasonable attorneys' fees) which are related to, arise out of, or are in any way connected with my participation in this activity including, but not limited to, NEGLIGENCE of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me or my property as a result of my engaging in these activities or the use of these services, animals or equipment, where such damage, loss, injury, paralysis, or death results from negligence of Lytle Charters, or from some other cause. I, for myself, my heirs, my successors, executors, and subrogees, further agree not to sue Lytle Charters, as a result of any injury, paralysis, or death suffered in connection with my use and participation in the activities mentioned above.

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE AGREEMENT

Date

Signature of legal adult or guardian

Passenger Name (Please print)

Guardian Name (Please print)

Mailing Address

City, State Zip

Phone Number