



Yakima River Fly Shop  
Local Knowledge, Expert Advice

Yakima River Fly Shop  
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### **Guest Release and Acknowledgment of Risk**

In consideration of the services and equipment of Tight Lines Angling, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "TLA."), I hereby agree to release and discharge TLA, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

I understand that despite TLA taking reasonable steps to provide me with appropriate equipment, rental equipment, education and skilled guide services, the activity that I am undertaking is not without risk. These inherent risks are some of the same elements that contribute to the unique character of this activity and can be the cause of loss or damage to my equipment, or accidental injury, illness, or in extreme cases, permanent trauma or death. TLA believes it is important for me to know in advance what to expect and to be informed of the inherent risks that may include, but not limited to the following:

1. Risks associated with watercraft and water flow including current, tidal action, wake of other craft; submerged, semi-submerged and overhanging objects; capsizing, swamping, sinking, or falling overboard of watercraft and resultant injury, hypothermia, or drowning. Drowning risks may be reduced by wearing a fastened U.S.C.G. approved personal floatation device.
2. River crossing, wading to fish, fjording, portaging, loading on to or unloading from a variety of vehicles, crafts, vessels, boats and/or travel to and from the activity that may involve flying in small aircraft and landing/taking off from unimproved areas.
3. Attack or encounter with bears, reptiles, insects, or other animals. Illness caused from infection such as with g. lambia.
4. Risks associated with crossing, climbing or down climbing of rock, snow and/or ice, river banks, and hills.
5. Cold weather and heat related injuries and illness including hypothermia, frostbite, heat exhaustion, stroke, sun burn, and dehydration.
6. Am "act of nature" that may include avalanche, rock fall, inclement weather, thunder and lightning, severe and/or varied wind, temperature or weather conditions.
7. Accidents or illnesses occurring in remote places where there are no available medical facilities.
8. Fatigue, chill and/or dizziness that may reduce reaction time and increase risk of accident.
9. Discharge of weapons.
10. Falling
11. TLA being unaware of my fitness, abilities, or medical conditions.
12. Risk associated with the self-operation of a rental pontoon boat or raft including inability to effectively operate the water craft, current, other craft, submerged, semi-submerged and overhanging objects; capsizing, swamping, sinking or falling overboard of the water craft and resultant injury, hypothermia, or drowning. Wearing a fastened U.S.C.G. approved personal floatation device is recommended.

I expressly agree and promise to accept and assume all the risk existing in this activity. My participation is purely voluntary, and I elect to participate in spite of the risks.

I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless TLA from any and all claims, demands, or causes of action, that are in any way connected with my participation in this activity or my use of TLA's equipment or facilities, including any such claims with allege negligent acts or omissions of TLA.

Should TLA or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am fully capable of participating in this activity and I have no medical or physical conditions which could interfere with my safety in this activity, or lese I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition. Therefore, I am responsible for myself, including all minor children in my care, custody, and control.

In the event that I file a lawsuit against TLA, I agree to do so solely in the state or Alaska, Montana or Washington, and I further agree that the substantive law of that state shall apply in that action without regard to conflict the law rules of that state.

**By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against TLA on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.**

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

Signature of Participant: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Emergency Contact Name and Telephone: \_\_\_\_\_

**Parent's or Guardian's Additional Indemnification  
(Must be completed for participants under the age of 18)**

In consideration of \_\_\_\_\_ (print minor's name) ("Minor") being permitted by TLA to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless TLA from any and all claims that are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_