



FLY FISHING PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of The Georgia Mountain Angler, All Rights Reserved, 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 TGMA.) I hereby agree to release, indemnify, and discharge TGMA, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

I acknowledge that fly fishing entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to me, to property, or to third parties. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, among other things: transportation to and from venue (Motor Vehicle), injury from hooks, slipping or falling anywhere including into water, falling rocks, inadvertent food contamination, possible animal attack or uncontrolled acts of nature.

I acknowledge that all pictures, audio and video taken or recorded on guided trips with TGMA are property of TGMA. These pictures, audio and video may be used for marketing purposes by TGMA.

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

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

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

4. 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 willing to assume the risk of any medical or physical condition I may have.

5. Mindful of the high cost of litigation, not only in dollars, but also in time and energy, the parties intend to and do hereby establish the following out-of-court alternate dispute resolution procedure to be followed in the event any controversy or dispute should arise out of, or relating to the services of TGMA. If a dispute develops between the parties, that cannot be settled by the Parties, it shall be settled through binding arbitration as specified below.

The arbitration shall be conducted by and according to the rules and procedures of The American Arbitration Association. The Arbitration Award shall be binding upon the parties and shall be enforceable in any court of competent jurisdiction. Both parties shall share the cost of the dispute resolution process equally although personal attorneys and witnesses or specialists are the direct responsibility of each party and their fees and expenses shall be the responsibility of the individual parties. The Parties further agree that no legal claims or lawsuits will be filed by either party outside of the arbitration proceedings, in any court, for any reason. The parties acknowledge that they are giving up their right to utilize the court system to settle any disputes.

Either party may initiate the arbitration process by executing a "Request for Dispute Resolution Services" and sending it to the American Arbitration Association. Both parties agree to return the fully executed arbitration agreements and other related forms and documents to the American arbitration Association within fourteen (14) days of receipt.

Note: The parties may choose to have the arbitrator(s) allocate reasonable attorney's fees and reasonable costs and expenses to the prevailing party in any manner he/she/they feels is appropriate as opposed to having the costs shared equally by the parties.

In the event that arbitration is invoked, I agree to do so solely in the state of Georgia. I further agree that the substantive law of Georgia shall apply in the action without regard to the conflict of law rules of that state.

I hereby acknowledge that I understand that I am agreeing to binding arbitration in the event of any dispute or claim related to the services of TGMA. Initials Of Participant Named Below _____

The American Arbitration Association
2200 Century Pkwy NE, Suite 300
Atlanta, Georgia 30345
1-404-325-0101

email: casefiling@adr.org

www.adr.org

I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect. 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 TGMA, on the basis of any claim from which I have released herein. I have had sufficient opportunity to read this entire document. I have read and understand it, and I agree to be bound by its terms.

Signature of Participant: _____

Participant Print Name: _____

Address: _____

Phone:(_____) _____ Date: _____

E-mail: _____