

Jonny Ohio Fishing Adventures Waiver of Liability and Hold Harmless Agreement

IMPORTANT!! READ THIS AGREEMENT CAREFULLY AND SIGN AND DATE TO ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO THE TERMS CONTAINED HEREIN.

This is a legally binding agreement between you and Jonny Ohio LLC, Jonathan Bautz, doing business as Jonny Ohio Fishing Adventures, in which you agree to release Jonny Ohio LLC (hereafter referred to as Jonny Ohio Fishing Adventures) from all liability, hold harmless, and waive all rights to sue or otherwise seek damages in case of death, injury, loss of personal property or damage of personal property of yourself or dependent minor while participating in any activity or service offered by Jonny Ohio Fishing Adventures.

ACKNOWLEDGEMENT OF RISK

Fishing, boating, and camping are potentially hazardous activities with inherent risks and dangers for any persons participating in those activities, especially in a wilderness environment, which cannot be fully controlled, mitigated, or eliminated. Some of these risks include, but are not limited to the following, as listed below...

Death, drowning, bodily injury, sunburn, sunstroke, dehydration, hypothermia, hyperthermia, burns, animal and insect bites, cuts and puncture wounds from hooks, knives, and other sharp equipment contained within close quarters aboard the boat, exposure to transmittable illness, foodborne illness, inclement weather, increased risk of death or serious harm due to a lack of availability of immediate emergency medical treatment in case of a medical emergency, the unintentional conduct of others whether part of your party, your guide (Jonathon Bautz) or parties unaffiliated with your trip or guide, and any other harm which may be encountered while participating in the activities associated with the services offered by Jonny Ohio Fishing Adventures.

PHYSICAL HEALTH AND FINANCIAL RESPONSIBILITY

To the best of my knowledge I, the client, have no physical restrictions that would limit my participation in any and all activities offered by Jonny Ohio Fishing Adventures including fishing, boating, camping, boarding or unboarding the vessel, or consuming food or beverage provided by the outfitter.

I certify that I have sufficient health, accident, and liability insurance to cover any bodily injury or property damage I may incur while participating in this event and to cover bodily injury or property damage caused to a third party as a result of my participation in this event. If I have no insurance, I certify that I am capable of personally paying for any and all such expenses or liabilities.

Should emergency medical services become necessary to me or any dependent minor I have authorized to participate, I agree to authorize the provision of emergency care and that I will not hold Jonny Ohio Fishing Adventures liable regarding the provision of medical and/or emergency care or the adequacy of any such care.

Jonny Ohio Fishing Adventures reserves the right to refuse service to any persons it deems incapable of meeting the physical requirements to participate in any of the services or activities it offers and will be held harmless and not liable for any act of discrimination based upon any limiting disabilities of the client for refusal of services.

RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT

I, the undersigned, in consideration of the services of Jonny Ohio LLC, Jonathon Bautz, doing business as Jonny Ohio Fishing Adventures, its officers, employees, contractors, agents, or representatives, hereby agree to release and hold harmless Jonny Ohio Fishing Adventures on behalf of myself, my heirs, assigns, personal representatives, and estate as follows:

I understand and acknowledge that the activities in which I am about to voluntarily engage as a participant bears certain known risks and unanticipated risks, as previously described in this document, which could result in death, injury, illness or disease, physical or mental damage, or damage to myself, my property, or to spectators or other third parties or to dependent minors whose participation I have authorized.

I expressly agree, and promise to accept and assume all responsibilities and risk of death, injury, illness or disease, or damage to myself or dependent minors, to others, or to my property arising from my and/or my dependent minors participation in this activity.

In signing this document, I fully recognize, and acknowledge that if anyone is killed or hurt, or if any property is damaged while I or my dependent minors engage in this activity, I will have no right to make claim, file a lawsuit, or otherwise seek damages against Jonny Ohio LLC, Jonathon Bautz, doing business as Jonny Ohio Fishing Adventures or its officers, agents, contractors, or employees.

By signing this agreement I, myself, or as a parent or guardian of any accompanying minor, unconditionally release, and hold harmless Jonny Ohio LLC, Jonathan Bautz, doing business as Jonny Ohio Fishing Adventures and/or its officers, agents, contractors, employees or representatives thereof against and for all liability, costs, expenses, claims, and damages for which they might otherwise become liable by reason of any accident, the death of, or any illness or injuries to, any persons, or damage to property or both, in any manner arising or resulting from, caused by, connected with or related to the participation in any activity or service offered by Jonny Ohio LLC, Jonathon Bautz, doing business as Jonny Ohio Fishing Adventures, regardless of how, where, or when such death, injury, illness, or damage occurs even if caused by the negligence of Jonny Ohio LLC, its agents, contractors, or employees or due to conditions, defects in the vessel, equipment, or activities.

STATEMENT REGARDING AUTHORIZATION OF PARTICIPATION OF MINORS

It is not the duty or the responsibility of Jonny Ohio Fishing Adventures to establish the validity of any claims of parentage or legal guardianship status when the undersigned client is signing this document on behalf of any minor participating in any of the listed activities.

The undersigned, by signing this document, acknowledges that they will be held responsible for any and all claims and legal consequences arising from fraudulently representing themselves as able to authorize the participation of any minors listed on this document and agree to hold themselves liable to any damages listed within this document for which they signed.

ACKNOWLEDGEMENT OF UNDERSTANDING AND AGREEMENT TO TERMS

I agree and acknowledge that I have read and fully understand the contents of this entire document, understand that it affects my legal rights, and agree to be bound by its terms.

I, the undersigned client, understand all its terms, and that it shall be effective and binding upon myself, my respective heirs, successors, and assigns.

I execute it voluntarily with full knowledge of its significance and by affixing my signature to this document enter immediately into this legally binding contract.

SIGNATURES (Must be signed by all participants)

Printed Name Date

Signature

Printed Name Date

Signature

Printed Name

Date

Signature

Name of Minor

Relation to minor

Name of Minor

Relation to minor

Name of Minor

Relation to minor

Date Of Guide Trip (Required)