

**PARTICIPANT AGREEMENT, RELEASE AND  
ASSUMPTION OF RISK**

In consideration of the services of Sweetwater Anglers 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 SA.), I hereby agree to release, indemnify, and discharge SA., 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, injury from hooks, slipping or falling anywhere including into water, falling rocks, inadvertent food contamination, or possible animal attack.

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 SA 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 SA equipment or facilities, including any such claims which allege negligent acts or omissions of SA and participating land owners.
3. Should SA 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. In the event that I file a lawsuit against SA, I agree to do so solely in the state of GA and I further agree that the substantive law of GA shall apply in the action without regard to the conflict of law rules of that state.

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 SA, 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: \_\_\_\_\_

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

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

Phone :(\_\_\_\_\_) \_\_\_\_\_ Date: \_\_\_\_\_

E-mail: \_\_\_\_\_