

# **Fly Hooked Fly Fishing**

## **Course Registration Form**

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Fly Hooked will be offering an Instructional Course in Fly Fishing on \_\_\_\_\_ for individuals **of all fishing skill levels, minimum age 18 years old**. The course will be held from \_\_\_\_\_. The completion of this registration form and payment of the tuition fee in the amount of \$\_\_\_\_\_ is required prior to attending the course as space is limited, and the course will be filled on a first come, first served basis. The **general release set forth below must be signed prior to attending the course**. Fly fishing instruction will include fly rod casting, fishing knots, fly patterns and fishing techniques.

**NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**PHONE NUMBER:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**EMERGENCY CONTACT:** \_\_\_\_\_

**EMERGENCY CONTACT PHONE NUMBER:** \_\_\_\_\_

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### **LIABILITY RELEASE AND HOLD HARMLESS AGREEMENT**

PLEASE READ CAREFULLY BEFORE PARTICIPATING IN THIS COURSE  
THIS IS A RELEASE OF LIABILITY AND A WAIVER OF CERTAIN LEGAL RIGHTS

I understand that I will be voluntarily participating in an instructional fly fishing course administered by Fly Hooked Fly Fishing.

In consideration for Fly Hooked Fly Fishing allowing me to participate in this instructional course, I agree to the following waiver and release:

I hereby acknowledge that participating in Fishing presents risks, including but not limited to, the risk of personal injury, death and damage or loss of personal property that may result from, but is not limited to the following: the use of fly fishing equipment, fishing and/or wading in or around lakes, ponds, reservoirs or other bodies of water; boarding and un-boarding of watercrafts; natural hazards including, but not limited to lightning storms and other adverse weather conditions; domestic or wild animals; fire; travel either on foot or in a vehicle in unfamiliar terrain or over fences and other structures; artificial and natural obstructions and/or unimproved roads; becoming lost or disoriented; the consumption of provisioned or other food and beverages as well as traveling in Fly Hooked Fly Fishing and/or personal vehicles.

I acknowledge that during the Fly Fishing course there may not be search and rescue, medical facilities or the expertise necessary to deal with any risks to which I may be exposed. I further acknowledge that Fishing is a physical activity involving potentially extreme physical exertion and may not be suitable for everyone.

I hereby acknowledge and recognize the existence of these risks. I ASSUME ALL RISKS COMPLETELY, and agree that I HEREBY WAIVE, DISCHARGE, AND RELEASE FROM ALL LIABILITY Fly Hooked Fly Fishing, its owners, agents, officers and employees, heirs, executors, assigns, administrators, property or other guides in connection with any fishing conducted as part of this instructional course.

I understand and acknowledge that by signing this document that I have given up certain legal rights and/or possible claims that I might otherwise assert or maintain against Fly Hooked Fly Fishing, and its owners, agents, officers and employees. These rights are specifically, but not limited to, rights arising from claims alleging acts or omissions of negligence in any degree of Fly Hooked Fly Fishing, its guides, aides and all other related persons or entities. The rights forfeited under this release also include those arising from claims alleging injury caused by a pre-existing medical condition, whether known or unknown at the time of participation in this course.

I understand and acknowledge that by signing this document I hereby knowingly and intentionally waive and release and hold harmless Fly Hooked Fly Fishing, its owners, agents, officers and employees from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorneys' fees) which are related to, arise out of, or in any way connected with my participation in this activity, including, but not limited to, any claim of negligence alleging the following: a failure to instruct properly; a failure to comply with industry standards set by the American Fly Fishing Trade Association; and a failure to comply with freshwater fishing regulations set by the New York State Department of Environmental Conservation or any other public regulatory authority, including the county in which the fishing occurs.

**IN NO EVENT SHALL FLY HOOKED FLY FISHING, ITS OWNERS, AGENTS, OFFICERS, AND EMPLOYEES BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR LOST DATA, OR ANY OTHER INDIRECT DAMAGES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN INFORMED OF THE POSSIBILITY THEREOF. IN NO EVENT SHALL FLY HOOKED FLY FISHING, ITS OWNERS, AGENTS, OFFICERS AND EMPLOYEES BE LIABLE FOR DAMAGES IN EXCESS OF THE TUITION FEE.**

This agreement shall be construed in accordance with the laws of the State of New York and any claims related hereto shall be brought only in State and local courts located in the County where the fishing occurred. This agreement is the entire agreement of the parties pertaining to the subject matter of this agreement and supersedes any and all prior oral discussions and/or written correspondence or agreements between the parties with respect thereto, all of which are excluded. My signature indicated that I have read and understand this document and that I have signed this document of my own free will.

I have read this document. I understand that this is a full and complete release of all claims for liability not only on my behalf but also on behalf of my heirs, all family members, representatives and assigns. I represent and warrant that I am of lawful age to sign this release and waiver agreement.

Signature: \_\_\_\_\_

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