

Terry Mabrey & Top Dawg Crappie Guide Services

Waiver & Release of Liability Claims and Assumption of Risk Acknowledgement

ALL PATRONS, CUSTOMERS & GUESTS of Terry Mabrey and Top Dawg Crappie Guide Services (together "TDCGS") must complete and sign this Waiver & Release of Liability Claims and Assumption of Risk Acknowledgment (the "Waiver") before the beginning of any guided fishing trip or kayak rental.

I hereby acknowledge that participating in fishing trip or kayak rental activities presents a risk of personal injury, death and damage or loss of personal property which may result from, but is not limited to, the following: fishing active bodies of water; boarding and un-boarding of watercrafts; natural hazards including 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 unimproved roads; as well as traveling in vehicles owned, leased or otherwise used by TDCGS.

I hereby acknowledge and recognize the existence of these risks, and **ASSUME ALL RISKS COMPLETELY, and agree that I SHALL HOLD HARMLESS AND TAKE NO ACTIONS OR SUITS, FOR DEBTS, DUES, SUMS OF MONEY, CLAIMS OR DEMANDS WHATSOEVER AT LAW OR IN EQUITY AGAINST TDCGS** and its owners, agents, officers, employees and immediate relatives, his/her heirs, executors, assigns, administrators, property or other guides, aides or associates for injury, death, property damage or loss associated with relating to or arising from those risks enumerated above or otherwise that occur while I am participating in any stage of a fishing package trip(s) with said guide services or kayak rental.

I understand and acknowledge that by signing this document that I have given up certain legal rights and/or possible claims, which I might otherwise assert or maintain against TDCGS and its owners, agents, employees and immediate relatives. These rights are specifically, but not limited to, rights arising from claims or demands for acts of omissions or negligence in any degree of TDCGS their owners, guides, aides and all other related persons or entities. Under no circumstances will TDCGS or and its owners, agents, officers, employees or immediate relatives be held liable for damages in excess of the price of the guide services or kayak rental.

I understand that this Waiver applies to all trips or rentals I participate in with TDCGS. I further state that I am of lawful age to sign this Waiver or that I am signing it on behalf of a minor for whom I legally responsible.

I acknowledge that I have reviewed (or at least been given an opportunity to review) the Frequently Asked Questions (FAQ) document on the Top Dawg Crappie website at topdawgcrappie.com and understand and accept the stated terms of service including, but not limited to, the payment rates and provisions, and cancellation provisions, GPS spot marking prohibitions, and that the guide service or kayak rental is provided on a "best efforts" basis with no guarantees, including but not limited to, the number of fish that you may catch and/or keep.

I acknowledge and consent to the free use by TDCGS of any and all photos or videos of me or my child/ legal minor associated with the trip or trips for social media, promotion or other related purposes.

I understand and agree that TDCGS will reserve the right to any and all recourse under the law to recover the guide service fee or kayak rental fee and charges for equipment lost or broken by me or my child/minor (if any) that is due in full at the conclusion of the trip, in the event of my non-payment, under payment or withholding of payment.

I understand that this Waiver reflects our entire agreement and that by my signature, I acknowledge that I have read and understand the terms and provisions of this instrument and that I have signed this Waiver of my own free will.

If signing for a minor, please sign again at the bottom.

Signature _____ Date: _____

Full Name _____

Address _____

Cell Phone# _____

Home Phone# _____

Emergency # _____

Emergency contact name _____

Email _____

Web site _____

I hereby give consent that my child/children or minor for whom I am legally responsible as here listed below, participate in the guided fishing trip provided by TDCGS. And I hereby execute this Wavier on his/her behalf. I hereby agree to hold TDCGS and its owners, agents, officers, employees, or immediate relatives and any other persons or entities mentioned above free and harmless from any loss, liability, damage, cost or expense which they may incur as a result of any injury, death or property damage said minor may sustain while participating in the activities of the trip.

Child/Children/Legal Minor's Name(s): _____

Relationship: _____

Parent/Guardian _____ Date: _____

This personal information will not be sold but used only for contact and business purposes by TDCGS.