

Acknowledgement of Risks

In consideration of the services of Yosemite Sierra Fly Fishing, their officers, agents, employees, and all other persons or entities associated with those businesses (hereinafter collectively referred to as Yosemite Sierra Fly Fishing) I agree as follows:

Although Yosemite Sierra Fly Fishing has taken reasonable steps to provide me with appropriate equipment and skilled guides so I can enjoy an activity for which I may not be skilled, Yosemite Sierra Fly Fishing has informed me this activity is not without risk. Certain risks are inherent in each activity and cannot be eliminated without destroying the unique character of the activity. These inherent risks are some of the same elements that contribute to the unique character of this activity and can be the cause of loss or damage to my equipment, or accidental injury, illness, or in extreme cases, permanent trauma or death. Yosemite Sierra Fly Fishing does not want to frighten me or reduce my enthusiasm for this activity, but believes it is important for me to know in advance what to expect and to be informed of the inherent risks.

I acknowledge that the following describes some but not all of those risks: 1) Falling; 2) Cold weather and heat related injuries including frostnip, frostbite, heat exhaustion, heat stroke, hypothermia, and dehydration; 3) An "act of nature" which may include avalanche, rock fall, inclement weather, thunder and lightning, severe and/or varied wind, temperature, or weather conditions; 4) River crossings, fording, portaging, or travel including travel to or from the activity; 5) Equipment failure and/or operator error; 6) Risks associated with water including, slipping, falling, drowning, near drowning and/or hypothermia; 7) My sense of balance, physical coordination and ability to follow instructions; 8) Attack or encounter with insects, reptiles or animals; 9) Accidents or illness occurring in remote places where there is no available medical facilities or ability to contact outside help; 10) Fatigue, chill and/or dizziness, which may diminish my/own reaction time and increase the risk factor of accident. I understand the description of these risks is not complete and that the unknown or unanticipated risks may result in injury, illness or death.

I agree to assume and accept full responsibility for the inherent risks identified herein and those inherent risks not specifically identified. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of and with full knowledge of the inherent risks.

I acknowledge that engaging in this activity may require a degree of skill and knowledge different than other activities and that I have responsibilities as a participant. I acknowledge that the staff of Yosemite Sierra Fly Fishing has been available to more fully explain to me the nature and physical demands of this activity and the inherent risks, hazards, and dangers associated with this activity.

I certify that I am fully capable of participating in this activity. Therefore, I assume and accept full responsibility for myself, including all minor children in my care, custody, and control, for bodily injury, death or loss of personal property and expenses as a result of those inherent risks and dangers identified herein and those inherent risks and dangers not specifically identified, and as a result of my negligence in participating in this activity.

I have carefully read, clearly understood and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon myself, my heirs, assigns, personal representative and estate and for all members of my family, including minor children.

Printed Name

Signature

Date

Printed Name

Signature

Date

Signature of Parent of Guardian, if participant is under 18 years of age

Name of Minor

Signature of Parent or Guardian

Date