

**EAST CAPE GUIDES**  
**LIABILITY RELEASE FORM**

I, \_\_\_\_\_ (Client Name) being 18 years of age or older, do for myself (and for or on behalf, as guardian of my child participant, if said child is not 18 years of age or older) do hereby release, forever discharge and agree to hold harmless East Cape Guides (Fishing Guide), Booking Agents, Activity Vendors and the directors thereof from any and all liability, claims or demands for personal injury, sickness or death, as well as property damages and expenses, of any nature whatsoever which may be incurred by the undersigned and/or the child participant that occur while said is participating in the above described trip or activity.

Furthermore, I (and for or on behalf, as guardian of my child participant, if under the age of 18 years) hereby assume all risk of personal injury, sickness, death, damage and expense as a result of participation in recreation and work activities involved therein.

Further, authorization and permission is given to said trip and travel organizer to furnish and hereby release liability of transportation, food and lodging for the client.

The undersigned further hereby agrees to hold harmless and indemnify said organization(s), its directors, employees and agents, for any liability sustained by said travel organizer as the result of negligence, willful or intentional acts of said participant, including expenses incurred attendant thereto.

**(If the participant has not attained the age of 18 years):**

I (we) are the parent(s) or legal guardian(s) of this participant, and hereby grant our (my) permission for him/her to participate fully in said event and hereby give our permission to take said participant to a doctor or hospital and hereby authorize medical treatment, including but not limited to emergency surgery or medical treatment, and assume the responsibility of all medical bills.

Further, should it become necessary for the participant to return home due to medical reasons or otherwise, I (we) hereby assume all transportation costs.

**It is my responsibility to read and acknowledge the follow policies:**

**Reservations**

East Cape Guides (Fishing Guide) will work with the client to plan and coordinate a trip itinerary. The client is responsible for confirming all reservations and payment of deposits, flight tickets, transfers, hotel accommodations, boat charters, food/beverages, bait and tips.

**Payments**

East Cape Guides (Fishing Guide) will not assume any responsibility or act as an agent for payment of flight tickets, luggage fees, transfers, hotel accommodations, boat charters, food/beverages, bait and tips.

**Guarantees**

East Cape Guides (Fishing Guide) will not provide the client with any guarantees as to the availability of specific fish species for the client to catch. East Cape Guides (Fishing Guide) will not assume responsibility for lost fish by the chartered boat or the hotel. The Client is responsible for all fish landed and any costs incurred from the processing of landed fish including filleted and/or vacuum sealing.

**Weather**

Although East Cape Guides (Fishing Guide) will work with the client to select the best time of year for your trip, we will not provide any guarantees as to the weather on your trip. Nor will we

assume responsibility for any foul weather during your trip. No refunds will be provided due to foul weather. This includes high heat, winds, storms, and/or rough seas.

### **Guided Fishing**

Our guides do not fish unless invited to do so by the client (you). A guide may "hook and hand off" a fish to the client in certain situations to optimize the clients opportunity to land the fish or if the guide is fishing to maximize the amount of baits/hooks in the water.

### **Photography and Videography**

I grant permission to East Cape Guides (Fishing Guide), and its agents, employees or assigns, the irrevocable right to use the photographs and video footage taken by East Cape Guides (Fishing Guide) for use in any East Cape Guides (Fishing Guide) publication such as advertising, direct mail, brochures, newsletters, and magazines, and electronic versions of the same publications or on web sites or other electronic media. I also grant permission to the East Cape Guides (Fishing Guide) , its agents, employees or assign's to offer the identified photographs for use or distribution in other publications, electronic or otherwise, without notifying the client.

I hereby waive any right to inspect or approve the finished photographs or printed or electronic matter that may be used in conjunction with them now or in the future, whether that use is known to me or unknown, and I waive any right to royalties or other compensation arising from or related to the use of the photographs.

I hereby agree to release, defend, and hold harmless the East Cape Guides (Fishing Guide) and its agents, employees or assigns including any firm publishing and/or distributing the finished product in whole or in part, whether on paper or via electronic media, from and against any claims, damages or liability arising from or related to the use of the photographs or video footage, including but not limited to any misuse, distortion, blurring, alteration, optical illusion or use in composite form, either intentionally or otherwise, that may occur or be produced in taking, processing, reduction or production of the finished product, its publication or distribution.

### **Illegal Drugs**

**DO NOT BRING ILLEGAL DRUGS INTO MEXICO.** In Mexico you are guilty until proven innocent and possession of illegal drugs is a minimum of eight years in a Mexican prison. **JUST DON'T DO IT.** East Cape Guides (Fishing Guide) reserves the right to terminate all services if the client is in possession of illegal drugs.

### **Alcohol Consumption**

East Cape Guides (Fishing Guide) assumes no responsibility for sickness, bodily injury, property damage and death resulting from alcohol consumption. East Cape Guides (Fishing Guide) reserves the right to terminate all services if the client is belligerent, verbally or physically abusive and/or poses a threat to his or herself and/or others due to the consumption of alcohol.

### **Sickness, Bodily Injury, Property Damage and Death**

East Cape Guides (Fishing Guide) will not assume responsibility for any sickness, bodily injuries, property damage, death and/or dismemberment incurred by the client while en route to or at a destination, including all charter boat trips. We are also not responsible for heat related illnesses, food/beverage related illness and/or seasickness. No refunds will be provided due to illness.

Medical care and medical facilities might not be readily available and that they probably will not meet the standards expected in the United States. To the best of my knowledge my health is good enough to undertake the trip. If I have any question about my health, I will visit my physician and discuss this trip before I go. I understand that I will be traveling to places where little to no health care will be available. In addition, I understand that I may undergo types of exertion that I am not used to.

It is my responsibility to maintain a current knowledge of travel advisories, medical advisories or other risks until my departure, while I am traveling and at my destination.

Release and hold harmless East Cape Guides (Fishing Guide) and all officers, agents and staff of the organizations for any and all claims and costs due to any liability, injury or damage which might occur as a result of my international experience, associated travel, accommodations and activities.

I HAVE READ THIS DOCUMENT. I UNDERSTAND THAT IT IS A RELEASE OF ALL CLAIMS WHICH IS BINDING ON MYSELF, MY HEIRS, MEMBERS OF MY FAMILY, PERSONAL REPRESENTATIVES AND ASSIGNS. I UNDERSTAND THAT I AM ASSUMING ALL THE RISKS. BY SIGNING IT I AGREE TO EXEMPT AND RELIEVE THE FISHING GUIDE, BOOKING AGENTS, ACTIVITY VENDORS AND DIRECTORS THEREOF FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE. I VOLUNTARILY SIGN MY NAME AS EVIDENCE OF MY ACCEPTANCE OF THE ABOVE PROVISIONS.

\_\_\_\_\_  
Client (Print Name)

\_\_\_\_\_  
Client (Signature)

Date \_\_\_\_\_

\_\_\_\_\_  
Legal Guardian (Signature)  
If Client is under 18 years of age.

Date \_\_\_\_\_