

PARTICIPANT'S AGREEMENT, RELEASE AND ACKNOWLEDGEMENT OF RISK

This Agreement is between Participant and the Facility.

*****WARNING*****

You have advised us in writing that you have an allergy only to the following foods: _____

We wish to advise you that because of the methods in which foods are cooked we cannot guarantee that traces of the food you are allergic to are not present in the food you are served.

Clearly if this presents medical issues for yourself, then you need to be aware and make an informed decision on whether to travel or not.

EXCLUSION OF LIABILITY

Griffin cannot accept responsibility for any death, injury or other loss suffered or caused by you resulting from any food eaten at the Griffin facility or while fishing.

By eating the food served by Griffin, you accept that this is entirely at your own risk.

I acknowledge receipt of this statement and confirm that I have read and understood all the terms before signing.

I. DEFINITIONS

“Participant” means you, your spouse and any of your minor children who participate in any activity.

“Facility” means Griffin Fishing Charters and Lodge, Groovy Fishing, LLC, and any and all of their subsidiaries and affiliates, their past, present and future employees, agents, representatives, staff, administrators, trustees, directors, attorneys and insurers.

“Activity” includes but is not limited to eating, fishing on or off the Facility grounds, boating, entertainment, lodging, and any other activity while at the Facility or on a fishing trip.

II. PARTICIPANT AGREEMENT

Participant wishes to participate in an activity at this Facility. In consideration of and as a condition of participation in the Activity, Participant agrees:

1. If equipment is defective, I will not use it and I will report its condition to a staff member of the Facility.
2. I expressly agree and promise to accept and assume all of the risks existing in the Activity. My participation in this activity is purely voluntary and I elect to participate in spite of the risks. If Participant is injured during the Activity, Participant gives the Facility permission to secure emergency treatment for Participant.

3. I agree to indemnify and defend the Facility against any claim that my actions or failure to act injured or damaged a third party. I also agree to pay the legal fees and costs the Facility incurs in defending against such a claim.

4. In full consideration of the above mentioned risks and hazards and in full consideration of the fact that I am willingly and voluntarily participating in the activities made available to me and with my full understanding of all of the above, **I HEREBY WAIVE, RELEASE, REMISE AND DISCHARGE THE FACILITY AND ITS AGENTS, OFFICERS, PRINCIPALS AND EMPLOYEES INDEPENDENT CONTRACTORS, AND VOLUNTEERS, OF ANY AND ALL LIABILITY, CLAIMS, DEMANDS, ACTIONS OR RIGHTS OF ACTION, OR DAMAGES OF ANY KIND RELATED TO, ARISING FROM, OR IN ANY WAY CONNECTED WITH, MY PARTICIPATION IN ACTIVITIES, PROGRAMS, CLASSES, INCLUDING THOSE ALLEGEDLY ATTRIBUTED TO THE NEGLIGENT ACTS OR OMISSIONS OF THE FACILITY. THIS RELEASE INCLUDES A WAIVER, RELEASE, AND DISCHARGE OF THE FACILITY FOR ANY AND ALL NEGLIGENCE OF PARTICIPANT AND FACILITY.**

5. I give consent to the Facility to take photographs and make audio and video recordings (the "Media") of Participant at the Activity for promotional and news purposes. I give all of my rights and ownership in the Media to the Facility and irrevocably grants permission to the Facility to use the Media for any purpose whatsoever.

6. I further agree to abide by all of the Facility's standards of conduct, rules, regulations or instructions that apply to the Activity including any which may separately accompany this Agreement.

7. If I am signing on behalf of a child, I also give full permission for any person connected with this Facility to administer first aid deemed necessary, and in case of serious illness or injury, I give permission to call for medical and or surgical care for the child and to transport the child to a medical Facility deemed necessary for the well-being of the child.

8. In the event that I file a lawsuit against the Facility, I agree to do so solely in the state of Louisiana, Jefferson Parish, and I further agree that the substantive law of Louisiana shall apply in any lawsuit without regard to the conflict of law rules of any other state other than Louisiana.

By signing this Agreement, Participant affirms that he/she has read this Agreement, understands it, and signs it voluntarily.

PARTICIPANT

If PARTICIPANT is under 18 years old

SIGNATURE

SIGNATURE OF PARENT/GUARDIAN

Printed name: _____

Printed name: _____

Date: _____

Date: _____

Email: _____

Address: _____
