

# WAIVER

## Matt Faczan

Fly Fishing Guide Services and Instruction  
33 Clebourne Drive – Rochester, NY 14607

I understand that I will be participating in an instructional guided fishing trip given by Matt Faczan.

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: 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 with Matt Faczan and/or personal vehicles. I acknowledge that during the Fishing trip there may not be search, 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 Matt Faczan, and any owners, agents, officers and employees, heirs, executors, assigns, administrators, property or other guides in connection with the Fishing.

I understand and acknowledge that by signing this document I have given up certain legal rights and/or possible claims that I might otherwise assert or maintain against Matt Faczan, and its owners, agents, officers and employees. These rights are specifically, but not limited to, rights arising from claims or demands for acts of omission or negligence in any degree of Matt Faczan, its guides, aides and all other related persons or entities.

IN NO EVENT MATT FACZAN, 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 MATT FACZAN, ITS OWNERS, AGENTS, OFFICERS AND EMPLOYEES BE LIABLE FOR DAMAGES IN EXCESS OF THE PRICE OF THE TRIP.

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 the state and local courts located in Brighton, NY. 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 indicates that I have read and understand this document and that I have signed this document of my own free will.

I represent and warrant that I am of lawful age to sign this release and waiver agreement, or that I am signing it on behalf of a minor for whom I am legally responsible.

Signature:

Date:

If signing for a minor, please sign again below.

I hereby give consent that my child/children or minor for whom I am legally responsible as here listed participate in a guided trip with Matt Faczan. And I hereby execute the above Agreement, Wavier, and Release on his/her behalf. I hereby agree to hold Matt Faczan, and its owners, agents, officers and employees, 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 death or any injury or property damage that said minor may sustain while participating in said activity.

Minors Name:

Relationship:

Parent/Guardian

Signature:

Date: