



Educational instruction Service Agreement & Assumption of Risk and Release

1/26/2021

Instructor Service Agreement: This is an agreement between Jason Mattick, The Fly Fishing Academy , LLC, dba Northern Nevada Fly Fishing Academy (NNFFA) or its instructional staff, and the individual(s) named below (Client). Client has hired and paid Instructor for Instructor's teaching services. Client understands that fly fishing on ponds, lakes and rivers has inherent risks and dangers, such as wading in a river, standing by a fishing pond or floating in a watercraft on a river or lake. Risks of wading a river or floating on a lake in a floating device include but are not necessarily limited to, injury or death caused by: (a) slipping on rocks or slippery river-bottom surfaces, (b) getting one's foot caught in rocks in fast current, (c) losing one's balance and falling in the water, (d) filling one's waders with water and losing stability or becoming hypothermic, or otherwise getting into a position relative to the depth and/or flow of the river that cannot be recovered from. Risks of floating in a raft on a river on a lake in a raft or floating device, e.g., a float tube, include but are not necessarily limited to injury or death caused by: (a) slipping or falling while getting into or out of the raft or floating device, or (b) the boat or floating device losing air and sinking.

Other risks of wading or floating as described above include, but are not necessarily limited to: (a) eye or other injuries from being struck with a hook, particularly while fishing in windy conditions, (b) unusual and abnormal circumstances and events, including but are not necessarily limited to unexpectedly high or low water levels, electrical storms, dangers caused by other persons, log jams or other obstructions, or changes of channel flows. **Any time a client is near or on open water, there is a chance of accident and therefore for Client's safety, a US Coast Guard approved floatation device should be worn at all times.** Instructor will not provide client such services without the written assurance that Client understands, accepts, and assumes such risks, as confirmed by Client's authorized signature below.

Assumption of Risk: Client is fully aware of and acknowledges the risks involved in fly fishing, including, but are not necessarily limited to, traveling in a vehicle or walking between the meeting place and fishing locations, wading or floating in a river or on a lake as such risks have been generally and specifically described herein or in the paragraphs above. In consideration for Instructor's services, Client agrees to assume such risks and, in the event of injury, including death, Instructor shall not be held liable or in any way responsible for injuries or damages to Client or others, or for medical or other expenses that may be incurred by or on behalf of Client. Client further acknowledges that the provisions of this agreement are applicable to the risks that the client has assumed, and are conspicuous, as required by Nevada law. Injury or death to Client could occur from the same or similar risks or events and result in liability claims or lawsuits against Instructor, based upon alleged negligence. Accordingly, by signing this agreement on the line provided below, Client again acknowledges that he/she has fully read, understands and agrees to this agreement in its entirety; and Client further specifically acknowledges that he/she has read, understands and agrees to the following conspicuous highlighted provisions whereby Client has agreed that Instructor shall not be liable or in any way responsible for injuries or damages to Client or others, including death, or for medical or other expenses that that may be incurred by or on behalf of Client, even if caused by Instructor's negligence.

Negligence Release: Instructor would not provide such instructional services to Client if Instructor were to be held responsible for injuries, including death or damages to Client as a result of the aforementioned conditions, events and risks, which, as described, are not intended to be all-inclusive. Accordingly, in consideration for the services to be provided by the Instructor, Client agrees that Instructor shall not be held liable to Client for injuries, including death or

damages of any kind caused by Instructor's negligence and Client hereby releases Instructor from any such liability, even if caused by the Instructor's negligence.

Client agrees that notwithstanding the licensor of Instructor, persons being instructed for the purpose of fly fishing is not an activity affected with public interest, as that term of concept is expressed in the law of the state of Nevada. This agreement shall insure to the benefit of, and binding upon, the parties hereto, and to their successors, assigns, insurers, heirs and legal representatives. The venue for any and all disputes, the venue and jurisdiction of any legal action arising from the agreement shall be in the City of Reno in Washoe county, Nevada.

Photographic Release: Client acknowledges that Instructor, others nearby or participants in the group may take photographic images or videos during the delivery of services. Client hereby grants permission for such photographs or other images to be taken and releases Instructor to use any and all such images for promotional or other purposes at Instructor's discretion, including in the NNFFA's website, its Facebook and/or Instagram page or to send electronically to Client or other NNFFA clients or other individuals of its choosing without recourse and without compensation to Client.

Consent and Agreement: By signing and dating on the line below, Client acknowledges that he/she has fully read and understands the information, terms and conditions contained this document in its entirety and NNFFA's *Need to Know Information* on NNFFA's website and all the terms and conditions contained therein. Client agrees to all the above-mentioned terms and conditions, including those whereby he/she acknowledges and assumes all such risks as covered descriptively above and referenced herein and any other similar risks as certified by the authorized signature of Client below:

Client #1
Signature: _____
Printed Name: _____
Date: _____

Client #2
Signature: _____
Printed Name: _____
Date: _____

Client #3
Signature: _____
Printed Name: _____
Date: _____

Client #4
Signature: _____
Printed Name: _____
Date: _____

Client #5
Signature: _____
Printed Name: _____
Date: _____

Client #6
Signature: _____
Printed Name: _____
Date: _____

Client #7
Signature: _____
Printed Name: _____
Date: _____

Client #8
Signature: _____
Printed Name: _____
Date: _____