



RELEASE OF LIABILITY

Printed Name: _____

Address: _____

Phone: _____

Name of minor child(ren): _____

***** All participants and/or observers must sign a SEPARATE release of liability or, if a minor child, must be listed on a release of liability by EACH of his/her responsible adult(s). *****

In exchange for participating and/or observing in the activity of ICE FISHING ON LAKE ERIE organized by ICEMAN GUIDING SERVICE – c/o Susan DeMaria 165 Benedict Avenue, Norwalk, OH 44857 and/or use of the property, equipment, facilities, and services of ICEMAN GUIDING SERVICE-SCOTT STRAETZ,

I, _____, of _____, _____
(Print Name) (City/County) (State)

fully understand and agree for myself and, if applicable, for any minor child(ren) listed above, to the following:

1. **AGREEMENT TO FOLLOW DIRECTIONS.** I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by ICEMAN GUIDING SERVICE – SCOTT STRAETZ AND ANY OF HIS ASSOCIATES, GUIDES, EMPLOYEES, REPRESENTATIVES, OR AGENTS of ICEMAN GUIDING SERVICE – SCOTT STRAETZ.
2. **ASSUMPTION OF THE RISKS AND RELEASE.** I recognize and have been fully informed that **NO ICE IS SAFE** and that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury to myself and, if applicable, any minor child, and further release and discharge ICEMAN GUIDING SERVICE – SCOTT STRAETZ AND ANY OF HIS ASSOCIATES, GUIDES, EMPLOYEES, REPRESENTATIVES, OR AGENTS for injury, loss or damage as a result of me or the minor child(ren) participating in the activity and/or observation of ice fishing on Lake Erie or any injury, loss or damage rising out of my or the minor child(ren)'s use or any equipment or facilities of ICEMAN GUIDING SERVICE – SCOTT STRAETZ, whether caused by the fault of myself, my minor child(ren), accompanying participants and/or observers, ICEMAN GUIDING SERVICE – SCOTT STRAETZ AND ANY OF HIS ASSOCIATES, GUIDES, EMPLOYEES, REPRESENTATIVES, OR AGENTS or other third parties.
3. **INDEMNIFICATION.** I agree to indemnify and defend ICEMAN GUIDING SERVICE – SCOTT STRAETZ AND ANY OF HIS ASSOCIATES, GUIDES, EMPLOYEES, REPRESENTATIVES, OR AGENTS against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which in any way may arise from my or the minor child(ren) participating in the activity of ice fishing on Lake Erie or my or the minor child(ren)'s use or any equipment or facilities of ICEMAN GUIDING SERVICE – SCOTT STRAETZ.

4. **FEES.** I agree to pay for all damages to any equipment or facilities of ICEMAN GUIDING SERVICE – SCOTT STRAETZ, caused by any negligent, reckless, or willful actions by me or the minor child(ren) or other accompanying participants and/or observers.
5. **APPLICABLE LAW.** Any legal or equitable claim that may arise from participation in the above shall be resolved under Ohio law.
6. **NO DURESS.** I agree and acknowledge that I am under no pressure or duress to sign this Agreement/Release and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement/Release, if I so desire. I further agree and acknowledge that this Agreement/Release was provided to me from the Website and explained ahead of time that there would be no refund if I choose not to sign this Agreement/Release.
7. **ARM'S LENGTH AGREEMENT.** This Agreement/Release and each of its terms are the product of an arms' length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement/Release, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.
8. **ENFORCEABILITY.** The invalidity or unenforceability of any provision of this Agreement/Release, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement/Release or of any other applications of such provision, as the case may be, and such invalid or enforceability provision shall be deemed not part of this Agreement/Release.

Provide at least 2 emergency contacts and ensure an appropriate emergency contact is listed for any minor child.

Primary:

Emergency Contact Name: _____

Relationship: _____

Emergency Contact Number(s): _____

Secondary:

Emergency Contact Name: _____

Relationship: _____

Emergency Contact Number(s): _____

I HAVE FULLY READ THIS DOCUMENT AND COMPLETELY UNDERSTAND AND AGREE TO IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY AND KNOWINGLY SURRENDER CERTAIN LEGAL RIGHTS AND ASSUME RISKS FOR MYSELF AND ANY MINOR CHILD(REN) LISTED.

Date: _____

Signature: _____