



RELEASE OF LIABILITY • ASSUMPTION OF RISK • WAIVER & CONSENT

Kayaking Trips & Guided Fishing Tours

1. PARTICIPANT INFORMATION

Participant Name: _____

Date of Birth: _____

Address: _____

Phone: _____

Email: _____

Trip Date: _____

Emergency Contact: _____

Phone: _____

2. ACTIVITY

I am voluntarily participating in one or more activities offered by **Reel Bayou Adventures** ("Reel Bayou Adventures," "Company," "Outfitter," or "Released Parties"), including guided kayaking, kayak trips, guided fishing tours, paddling, launching and landing, wading where permitted, use of kayaks, paddles, fishing equipment, personal flotation devices (PFDs), transportation associated with the activity, and related outdoor or water-based activities (collectively, the "Activities").

3. ACKNOWLEDGMENT OF INHERENT RISKS

I understand that outdoor water activities and fishing involve inherent risks that cannot be completely eliminated. These risks may include, without limitation: falling into or being in water; capsizing; unexpected changes in water level, current, wind, weather, temperature, or visibility; submerged or floating objects; slippery surfaces; collisions with boats, kayaks, banks, docks, trees, rocks, or other objects; fatigue; loss of balance; swimming or water-survival challenges; separation from the group; wildlife and insects; fishing hooks, lines, lures, and equipment; loss or damage to personal property; illness; and other conditions associated with natural waterways and outdoor recreation.

I understand that these risks may result in property damage, personal injury, illness, or death. I voluntarily choose to participate and accept the inherent risks of the Activities.

4. ASSUMPTION OF RISK & RELEASE

To the fullest extent permitted by applicable law, I knowingly and voluntarily assume the inherent risks of the Activities and release, waive, discharge, and covenant not to sue Reel Bayou Adventures and its owners, members, officers, employees, guides, agents, volunteers, contractors, affiliates, successors, and assigns (collectively, the "Released Parties") from claims arising from my participation in the Activities to the extent those claims arise from inherent risks of paddlesport or fishing activities or from causes for which a release is legally enforceable.

This agreement is not intended to release liability that cannot legally be released. Nothing in this document is intended to waive or limit liability for intentional misconduct, gross negligence, willful or wanton misconduct, criminal conduct, or any other liability that applicable law does not permit a business to waive or limit.

5. EQUIPMENT, SAFETY & PARTICIPANT RESPONSIBILITIES

- I will follow all safety instructions given by Reel Bayou Adventures and its guides.
- I will wear and properly use a U.S. Coast Guard-approved personal flotation device (PFD) whenever required or directed.
- I will not participate while impaired by alcohol, illegal drugs, or any substance that could affect my ability to participate safely.
- I will promptly tell the guide about any medical condition, allergy, medication issue, injury, swimming limitation, or other condition that could affect safe participation.
- I will inspect equipment provided to me and immediately report any problem, damage, or unsafe condition before or during the Activity.
- I understand that a guide's instructions do not eliminate the inherent risks of being on or around the water.

6. WEATHER, WATER CONDITIONS & TRIP CHANGES

I understand that Reel Bayou Adventures may change, delay, shorten, relocate, or cancel an Activity when weather, water conditions, equipment, staffing, access, wildlife, safety concerns, or other circumstances make the planned Activity unsafe or impractical. I agree to follow the guide's decision regarding safety and route changes.

7. FISHING-SPECIFIC RISKS

For fishing tours, I understand that fishing involves additional risks, including hooks and lures, fishing line, rods and other equipment, fish handling, slippery banks or boat surfaces, and unexpected movement of fish or equipment. I agree to follow all instructions for casting, handling equipment, and releasing or keeping fish.

8. PERSONAL PROPERTY

I understand that phones, cameras, wallets, clothing, fishing gear, and other personal property may become wet, lost, or damaged during the Activities. I am responsible for securing my belongings and accept the risk of loss or damage to personal property to the extent permitted by law.

9. MEDICAL TREATMENT & EMERGENCY ASSISTANCE

In the event of an emergency, I authorize Reel Bayou Adventures and its guides to take reasonable steps to obtain emergency assistance for me, including contacting emergency medical services. I understand that Reel Bayou Adventures is not a medical provider and that I am responsible for my own medical expenses and insurance coverage, except to the extent otherwise required by law.

10. HEALTH & ABILITY TO PARTICIPATE

I represent that I am physically and mentally able to participate in the Activities or have disclosed relevant limitations to Reel Bayou Adventures. I understand that kayaking and fishing can require paddling, balance, coordination, swimming or water-survival skills appropriate to the activity, and the ability to follow instructions. I agree not to participate if I believe doing so would be unsafe for me.

11. MINOR PARTICIPANTS

If the Participant is under 18 years of age, the undersigned parent or legal guardian represents that they have authority to sign on behalf of the minor. The parent or legal guardian gives permission for the minor to participate and acknowledges the risks described in this agreement. The parent or legal guardian agrees to the release, assumption-of-risk, and other terms on behalf of the minor to the fullest extent permitted by Arkansas law and applicable law. The parent or guardian also agrees to be responsible for the minor's compliance with safety instructions.

Minor Participant Name: _____	Date of Birth: _____
Parent/Legal Guardian Name: _____	Relationship: _____
Parent/Guardian Phone: _____	Emergency Phone: _____

12. INDEMNIFICATION

To the extent permitted by law, I agree to be responsible for claims, losses, or expenses caused by my own negligent, reckless, intentional, or unlawful conduct or by my violation of this agreement or the Company's safety rules. This provision is not intended to require indemnification for liability that cannot legally be shifted to me.

13. GOVERNING LAW & SEVERABILITY

This agreement shall be interpreted under the laws of the State of Arkansas, except to the extent another law is required to apply. If any provision is found unenforceable, the remaining provisions shall remain in effect to the fullest extent permitted by law. This agreement is intended to be interpreted consistently with the Arkansas Paddlesport Activities Act, including Ark. Code Ann. § 27-101-901 et seq., as applicable.

14. VOLUNTARY AGREEMENT & ACKNOWLEDGMENT

I have read this agreement, understand that it contains a release and assumption of risk, and have had the opportunity to ask questions before signing. I understand that I am giving up certain legal rights to the extent this agreement is enforceable under applicable law. I sign freely and voluntarily and intend my signature to be legally binding to the fullest extent permitted by law.

PARTICIPANT SIGNATURE PAGE

Please complete all applicable sections. A separate form should be completed for each participant.

Participant Printed Name: _____

Participant Signature: _____

Date: _____

MINOR PARTICIPANT — PARENT/LEGAL GUARDIAN

Parent/Legal Guardian Printed Name: _____

Parent/Legal Guardian Signature: _____

Date: _____

OPTIONAL PHOTO / VIDEO CONSENT

Reel Bayou Adventures may photograph or record participants during activities for legitimate business purposes such as website, social media, advertising, or promotional materials. This consent is optional and is not a condition of participating.

☐ YES — I give permission.

☐ NO — I do not give permission.

Signature for photo/video consent (if different from above): _____

FOR REEL BAYOU ADVENTURES — OFFICE USE

Guide/Staff: _____

Trip/Booking #: _____

Launch/Location: _____

Equipment Issued: _____

Notes/Incident Report: _____

REEL BAYOU ADVENTURES • GUIDED FISHING & KAYAK TOURS