



# SAWDUST SPORTFISHING LLC

## South Shore Junior Anglers



### Parent/Guardian Consent to Minor Child(ren)'s Participation

### Acknowledgment and Assumption of Risk and Release Agreement

As the parent or legal guardian of the participating minor child(ren) listed below, as consideration for the services being provided by Sawdust Sportfishing LLC; its employees, agents, owners, officers, volunteers; and all other persons and entities acting in any capacity on its behalf (collectively referred to herein as "Sawdust Sportfishing"), I hereby consent to the participation of my minor child(ren) in Sawdust Sportfishing's South Shore Junior Anglers (SSJA) and further acknowledge, assume, and agree as follows:

Fishing and boating, as well as travel to and from fishing and boating activities and outings and attendant preparation for and cleanup from the same, entail inherent and other risks, hazards, and dangers that can cause or lead to injury, property damage, illness, mental or emotional trauma, paralysis, disability, or death. These risks include, among others, hazardous and unpredictable ground, water, or weather conditions; contact with fish, marine plants, and other wildlife; preparation, use, and stowing of fishing tackle and other equipment; the inherent instability and slipperiness of boats, docks, and other surfaces in and around the water and the attendant potential for falls, including falls into the water; misjudgments made by leaders, co-leaders, volunteers, participants, or others; travel in remote areas or areas with limited accessibility that can cause delays and difficulties with respect to emergency response, transportation, evacuation, and medical care; equipment that can fail or malfunction; and the possibility that others, including co-participants, drivers, medical and rescue personnel, and others not affiliated with Sawdust Sportfishing, may act negligently, carelessly, or recklessly. Injuries or conditions resulting from such risks may include, among others, cuts and bruises; orthopedic injury; concussion; impalement or severing injury; drowning; sunburn, dehydration, heat stroke, or other heat-related injuries; and hypothermia, frostbite, or other cold-related injuries. Neither Sawdust Sportfishing nor others acting in connection with an SSJA event or outing can fully eliminate these risks or fully assure any participant's safety.

My consent to my minor child(ren)'s participation in SSJA activities and outings is entirely voluntary and with full knowledge of the inherent and other risks, hazards, and dangers described above. On behalf of my minor child(ren), I assume and accept full responsibility for the risks, hazards, and dangers, known and unknown, of participation in SSJA activities and outings and for any injury, damage, loss, or death that my minor child(ren) might suffer due to those risks, hazards, and dangers or due to my own negligence or misconduct or that of my minor child(ren).

I certify that my minor child(ren) has(have) sufficient skill and fitness to participate in the activities and outings offered by Sawdust Sportfishing through the SSJA. I further certify that my minor child(ren) has(have) no medical, mental, or physical condition that could interfere with my minor child(ren)'s ability to participate in such activities and outings or that could interfere with my minor child(ren)'s safety or that of the other activity or event participants.

On behalf of my minor child(ren), I acknowledge and agree that Sawdust Sportfishing reserves the right to deny participation in or dismiss from any SSJA activity or outing any participant who Sawdust Sportfishing determines, in its discretion, presents a safety concern or medical risk, is disruptive, or acts in any manner detrimental to the activity or outing. If a participant is dismissed or voluntarily departs from an SSJA event or outing for any reason, the participant and his or her family are responsible for all costs of such dismissal or departure.

I forever release and discharge Sawdust Sportfishing from any and all claims, liabilities, suits, or expenses, including costs and attorney's fees, including any of the same resulting from the negligence of Sawdust Sportfishing, for any injury, damage, loss, or death that my minor child(ren) might suffer that is in any way connected or related to my minor child(ren)'s participation in any SSJA event or outing, travel to or from the same, or the use of any Sawdust Sportfishing equipment or facilities. I agree to waive any claim my minor child(ren) may have against Sawdust Sportfishing, and I agree that neither I, my minor child(ren), nor anyone acting on my or my minor child(ren)'s behalf will make a claim, for any such injury, damage, loss, or death.

I agree that the substantive laws of the Commonwealth of Massachusetts govern this Agreement and all other aspects of my relationship and my minor child(ren)'s relationship with Sawdust Sportfishing and that any suit, mediation, or other proceeding must be filed and/or entered into only in Massachusetts. This Agreement shall be enforced to the fullest extent of the law, and any provision of it that is deemed unlawful or unenforceable shall not affect the remaining provisions, which shall remain in effect.

I have carefully read, and I understand and voluntarily sign, this Parent/Guardian Consent to Minor Child(ren)'s Participation and Acknowledgment and Assumption of Risk and Release Agreement, which shall bind me, my minor child(ren) and other family members, my estate, and all of my heirs, assigns, and personal representatives of any kind.

Minor Child(ren):

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\_\_\_\_\_  
\_\_\_\_\_

Parent/Guardian  
Signature(s):

\_\_\_\_\_

\_\_\_\_\_

Printed Name(s):

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_