



## FISHING GUIDE SERVICES AGREEMENT:

Contracted By (List All Names): \_\_\_\_\_

Team Lead Name: \_\_\_\_\_

Team Lead Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_ e-mail: \_\_\_\_\_

Date(s) of Guided Trip: \_\_\_\_\_ day of \_\_\_\_\_, 2021

Open water trips include guide, boat(s), rods, reels, tackle, bait.

Ice fishing trips include guide, heated shelter, hole drilling, rods, reels, tackle, bait, other tools to improve your experience.

Terms and Conditions: We will do everything reasonable within in our power for you to have a great time on your fishing trip, but we do have some rules. Some are general rules for safety and other rules are for the protection of our boat, equipment, and the fish. Our fishing trips all operate under our complete Terms and Conditions. The following is a review of that agreement.

1. The undersign agrees to pay the full trip amount of \$\_\_\_\_\_.
2. A non-refundable deposit of 50% is required to confirm this agreement and must be received prior to scheduling the trip. If deposit is not received by the due date, the fishing trip will not be recognized as "scheduled". If fishing group does not appear on the above date and time or does not cancel the fishing trip by phone, fax, or email or reschedule by the phone at least 30 calendar days prior to departure date, then all moneys will also be non-transferrable.
3. The undersigned is responsible for providing proof of current Registered Saskatchewan Fishing License and to educate themselves on local fishing laws and regulations. Although our guides are well informed and will advise and enforce local regulations, fishinggeeks will not be held responsible for the client's failure to abide by regulations.
4. The fishing trip operates under the authority of the Fishing Guide. The Fishing Guide has the authority to terminate the fishing trip in the event of unacceptable conduct by the fishing party. This includes violation Saskatchewan Fishing Regulations, unsafety fishing practices such as failure to wear life jacket or diving in unsafe waters.
5. The fishing party is limited to 3 persons in one boat and 6 in two boats. This includes children and observers. This is to ensure the best fishing experience possible.

6. Detection of usage or possession of illegal or alcoholic beverages or the possession of firearms by any of the fishing group, will result in the termination of the trip and forfeiture of all moneys paid.
7. When a fishing trip date has been reserved, it is your fishing date, if the Fishing Guide determines that the date is an appropriate date for fishing. It is your responsibility to notify all members of your party and arrange for your party to be present on the date and at the time agreed unless otherwise agreed in writing.
8. The Fishing Guide shall not be held liable for any injury or fatality that is caused by either direct or indirect action of any member of the fishing party.
9. A trip terminated by the Fishing Guide or the Client due to the bad weather, once fishing has commenced, will not be entitled to a refund if the fishing party agreed to begin the fishing trip. If we must cancel a trip due to inclement weather, we may reschedule the trip for the first available date acceptable to both parties, provided a reasonable amount of fishing time has not been completed. A trip terminated due to member(s) of the fishing party getting sick will not be entitled to a refund or credit. We reserve the right to make whatever changes in the trip that circumstances dictate, including substitutions of boats, and cancellation due to weather, mechanical failure, acts of God, etc.
10. If you do not show up at the place designated on the day of your fishing trip, you will forfeit your deposit.
11. The fishing trip agreement includes outfitted fishing boat, life preservers, a Fishing Guide, all tackle and bait.
12. Misuse of the boat or equipment is prohibited and is grounds for canceling the fishing trip without refund.
13. Glass bottles or other glass items are not allowed on board the boat.
14. The balance of your fishing trip price over and above your deposit is due and payable, at the latest, on the date of the fishing trip prior to leaving on your trip.
15. No trash, garbage, or other materials are to be thrown overboard into the water. Let's protect our ecosystem.
16. Even though your departure time is flexible, you are expected to be on time for your trip. If you show up late, this amount of time will be deducted from your original time allotted.
17. The Fishing Guide will call you prior to your trip to discuss recent catches, departure times, catch locations and preferences, the weather conditions, etc.
18. Children age 12 and under must always wear a personal flotation device. Please assist in making sure that children comply. We will provide you with approved life jackets. All clients over 12 years of age are responsible for wearing their own flotation devices provided by the Fishing Guide.
19. There will be a charge of \$50.00 for all NSF checks.

20. The undersigned agrees to indemnify and hold harmless the Company and its officers, directors, employees and its affiliates and their respective successors and assigns and each other person, if any, who controls any thereof, against any loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all expenses whatsoever reasonably incurred in investigating, preparing or defending against any litigation commenced or threatened or any claim whatsoever) arising out of or based upon any false representation or warranty or breach or failure by the undersigned to comply with any covenant or agreement made by the undersigned herein or in any other document furnished by the undersigned to any of the foregoing in connection with this service transaction.
21. No claim may be made by the undersign or fishing partner, or any other person against fishinggeeks affiliates, directors, officers, employees, attorneys or agent of any of such persons for any special, indirect, consequential or punitive damages in respect of any claim for breach of contract or any other theory of liability arising out of or related to the transactions contemplated by this the fishinggeeks or any act, omission or event occurring in connection therewith; and the undersign hereby waives, releases and agrees not to sue upon any claim for any damages, whether or not accrued and whether or not known or suspected to exist in its favor.
22. Any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with this agreement or the service transactions contemplated hereby may be brought in any federal or state court located in the province of Saskatchewan, and each of the parties hereby consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum.

fishinggeeks abides by and often exceed all Saskatchewan Fishing regulations. Please do not ask us to break the law.

By signing below, I agree with all twenty-two (22) terms stated above

\_\_\_\_\_

Lead Name Print

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Signature

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Date

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Print Name

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Signature

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Date

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Print Name

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Signature

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Date

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Print Name

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Signature

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Date

Sign and return original or scanned original no later than trip date stated above.