

Agreement for UM Field Station Fishing

This Agreement, dated this _____ day of _____, 20____, is between the University of Mississippi, hereafter referred to as "UM"

and: User Name: _____ hereafter referred to as "User".

Address: _____

E-mail address: _____

Phone number: _____

Emergency contact (name and phone number): _____

Student ____ Faculty ____ Staff ____ Other ____

List of Family members who will need cards:

Assumption of Risk and Liability Release

I, _____ (Permittee), have been granted a permit to fish at designated ponds/lakes located at the University of Mississippi Field Station.

I understand that under the Doctrine of Sovereign Immunity, the University of Mississippi has limited legal liability for damages or injuries to me or my property that may occur while using the permit. I acknowledge that the University of Mississippi does not maintain medical or liability insurance which would cover me or my property while using the permit. I further recognize that the University is not obligated to provide any such insurance coverage for me.

I understand and am fully aware that there are certain risks and hazards associated with using the permit which might injure me and/or my personal property. I understand and am fully aware that my use of the permit involves risks of personal injury including, but not limited to, the possibility of injuries which could possibly lead to my disability, paralysis or death. In full recognition of the dangers and hazards posed by my use of the permit, I hereby assume all risks and responsibilities surrounding my use of the permit.

As consideration and in exchange for the University granting me the permit, for myself and my heirs, beneficiaries, and personal representatives, I **release, absolve, and hold harmless** the University, its administrators, faculty, staff, employees and agents from any and all claims or actions I have or will have for any and all accidents, injuries, loss of property, or death that may occur while using the permit. I further covenant on my own behalf and on behalf of my heirs, beneficiaries, and personal representatives, not to sue the University, its administrators, faculty, staff, employees or agents for any accidents, illnesses or injuries which might befall me during my use of the permit.

I verify that I have no physical disabilities or impairments that might inhibit my use of the permit or present a danger to myself or others. I warrant that I have carefully read this entire Assumption of Risk and Liability Release, and understand all of its terms, and that I am competent to sign this Assumption of Risk and Liability Release.

By Signing this Document, I Acknowledge and Represent That I Have Read the Foregoing Release, Understand its Contents, and Sign it Voluntarily.

WITNESS my signature on this the _____ day of _____, 2016.

Participant

Parent or Guardian's Signature

UM desires to allow the access to designated ponds and lakes at the UM Field Station for the outdoor recreational purpose of fishing. UM agrees to permit fishing at the UM Field Station under the following terms and conditions:

Fishing is allowed under permit as a part of ongoing research designed to evaluate and improve access recreation creel surveys. Because collection and recording of trip data is necessary and required, permit holders must agree to the following fishing and harvest rules and complete and deposit trip report survey cards for each fishing trip even if no fish are caught.

User agrees to the following:

1. Only persons with permit cards are allowed to fish.
2. Fishing is only allowed in designated ponds and lakes.
3. Each user must fill out a trip report card for every trip and deposit it in the designated box at the end of the trip before leaving the property.
4. All fish caught (released or harvested) must be identified to species and measured for total length.
5. All State of Mississippi fishing laws and limits must be obeyed.
6. Special length or creel limits may be imposed as a management / research strategy.
7. Fishing is permitted Monday through Sunday from 8:00 am to dark.
8. Applications should be turned in to the UM Field Station office.
9. Fishing privileges may be revoked if rules are not followed.
10. No swimming is allowed.
11. User assumes all responsibility, risk and liability for all activities of User, and family members, directly or indirectly conducted in connection with this Agreement, including environmental and hazardous substance risks and liabilities, whether occurring during or after the term of this Agreement.
12. User is solely responsible for assuring that the facility/premise is not used for any unlawful purpose or unsafe activity during its use by User and shall comply with all UM policies, rules and regulations and any applicable federal, state, or municipal law.
13. User shall ensure that no alcoholic beverages, illegal drugs, or tobacco products are brought into the facility/premises, or any part of the facility/premises, including parking lots.
14. User shall use only the following described portion of the facility/premises and shall ensure that no other portion of the facility/premises is used or entered. Anyone (including members or guest) who enters any area other than the one designated may be ejected from the premises.
15. User must sign the attached Assumption of Risk and Liability Release Form