

## **“Catch and Cook” Waiver and Assumption of Risk Agreement**

Thank you for participating in “Catch and Cook” and taking advantage of one of Wisconsin’s most abundant (and delicious) natural resources! With Catch and Cook, you catch the fish that you and/or your party intend to consume and provide the fish to this restaurant to be cooked and prepared by our expert chefs. The fish must have been caught during a session with a participating Catch and Cook charter fishing boat the Fishin’ Magicians.

Our Chefs pride themselves on serving their guests the freshest fish the Great Lakes have to offer. To provide the best fish possible, this restaurant follows strict food quality and safety standards and policies when selecting, transporting, handling and storing its fish.

By providing this restaurant with the fish that you intend to consume you have assumed certain inherent risks with respect to food-borne illnesses that cannot be eliminated regardless of the care taken to avoid them. The reasons for the risks vary, but range from improper cleaning and preparation of the fish, including contact with contaminated instruments, containers and hands; cross contaminating with other food products; and improper chilling or refrigeration of the fish.

In consideration of your participation in Catch and Cook and of the risk of illness and injury which could occur by consuming the fish you provided, you hereby release, waive, discharge, and covenant not to sue this restaurant, its officers, employees, agents, any group participating in or person connected with “Catch and Cook” from any and all liability for any injury or illness or damages connected whatsoever resulting from consumption or exposure to the fish so provided by you.

This Agreement is intended to be as broad and inclusive as is permitted by the law. You have read this document with clear mind, uninfluenced by drugs or alcohol, fully understand its terms, and understand that you are giving up substantial rights, including the right to sue. You acknowledge that you are signing the agreement freely and voluntarily, you are over the age of 18, and intend by your signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. If the participating person is a minor under the age of 18, this release must be signed by that minor’s parent or legal guardian who consents to waive the minor’s rights under this Agreement.

This Agreement must be signed by all persons intending or actually consuming seafood provided to this restaurant.

\_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Parent or Guardian  
On behalf of  
Minor: \_\_\_\_\_

\_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Parent or Guardian  
On behalf of  
Minor: \_\_\_\_\_