

Michael Johnson River Guide LLC



P.O. Box 243 – Lapeer – MI – 48446 – 800.522.7829
Cell Numbers - Mike: 810.423.2010 or Jeff: 313.510.0928

mikejohnsonriverguide@yahoo.com
www.724ruby.com/MJRG_contact.htm

Mission: "To offer a relaxed day of catch and release fly fishing with a great streamside meal."

Dear Clients,

Thank you for considering me to guide you on one of Michigan's most beautiful trout streams. Please review the following information as provided to you.

Provided:

- Easy going attitude and intimate knowledge of the river
- "Hyde Pro Series" low profile drift boat with high back padded comfortable pedestal seating, (each seat will hold up to **285 lbs.** maximum)
- Custom made fly rods by Ed Zebrowski, Jr., Owner Bear Creek Custom Rods
- Ross "Evolution" 5/6 wt. reels with Rio fly line
- Breathable rain coats
- Custom tied flies
- Three course streamside cooked dinner: Appetizer Chilled Shrimp, Grilled Buffalo, Potato Salad, Strawberry Shortcake with real whipped cream, snacks and soda.
- Extra hats, jackets, sun glasses, Kleenex, and a first aid kit.

Personal Recommendations:

- Please pack very light, it will leave more floor space for you to cast from.
- Take your time and drive safely. If you are late, don't worry, we can start later.
- Keep any valuable items in the car as they may get wet.
- Eat a good meal before your fishing trip begins.
- Try not to hook the guide!

Fishing and Safety Regulations:

- **Catch and release fishing only- NO EXEPTIONS**, unless of course it's a Mermaid (Hey, I'm single)

For Insurance Reasons:

- No alcohol
- No tobacco of any kind
- Children 10 and older only
- All passengers including myself must wear a small CO2 life belt or unrestricing life vest
- Please note once the float trip starts you will be approximately 8 hours away from the nearest hospital

Weather Conditions:

- Don't cancel your trip due to weather, light rain is great for fishing.
- If a major thunder/rainstorm occurs and we cannot fish safely, you will be rescheduled for free
- In July & August you can wade wet, i.e. bathing suit and water shoes

Don't Forget:

- Fishing license & trout stamp
- Polarized sunglasses
- Waders
- Medications
- Sun block
- Please do not bring glass containers; it is prohibited by the U.S.F.S.

Cancellation Policy: 7 day notice- Full Refund, 3 day notice- 50% Refund, Less than 3 days no refund unless I am able to rebook with a different client.

Deposit: Half of the trip amount is required to hold your reservation; full balance is due after trip.

Recommended Hotels and Restaurants:

Au Sable Valley Inn: 989-826-1737, Just north of Mio approximately ¼ mile from the canoe launch on M-33, First class hotel, quiet & clean rooms, indoor pool, donuts and coffee in the morning.

Rainbow Resort Cabins: 989-826-3423, 10 minutes from Mio, reasonable rates and clean rooms.

Holiday Motor Inn: 989-826-3743, 2 miles north of Mio on M-33.

Branch Café: 989-826-6566, on M-33 on east side of road when you first come into Mio, opens 7 am – 8 pm, best breakfast in town, all home made food.

Paddle Inn Restaurant: 989-826-6373, few miles north of Mio on M-33 right side of road, Sundays-Thursday 7 am – 8 pm, Friday – Saturday until 9 pm, where the locals eat, good dinners.

Rates:

2 Person- Sportsmen \$325.00

1 Person \$295.00

Please write down your selections here and keep for your records.

Day and Date of Trip:

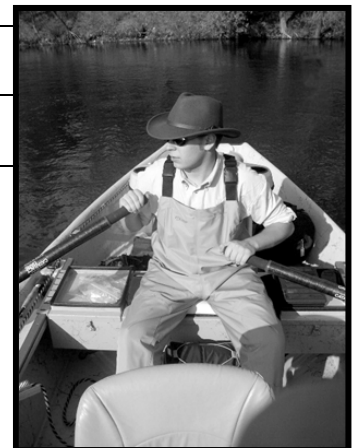
Departure Time:

Au Sable River Section: (please circle one section)

Upstream of Mio Pond: McMaster's Bridge to Parmalee Bridge

Mio to Comins Flats: Launch on M33 by river on Eastside

Comins Flats to Alcona Pond: Please add \$30 to above prices for this section of the river (9-10 hour trip.)



Please completely fill out front to back and return with deposit to Michael Johnson River Guide, LLC. P.O. Box 243 Lapeer, MI 48446. Thank You!

1st Fisherman:

Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

E-Mail: _____ **Cell Phone:** _____

Home Phone: _____ **Work Phone:** _____

Age: _____ **Left Handed or Right Handed:** _____

Weight: _____ **Height:** _____

Medical Conditions: _____

Fly Fishing Skill Level: Beginner / Some Experience / Average / Darn Good / “Buda”

Breathable Waders: Own / Need To Rent (\$10.00 per person) **Shoe Size:** _____

2nd Fisherman:

Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

E-Mail: _____ **Cell Phone:** _____

Home Phone: _____ **Work Phone:** _____

Age: _____ **Left Handed or Right Handed:** _____

Weight: _____ **Height:** _____

Medical Conditions: _____

Fly Fishing Skill Level: Beginner / Some Experience / Average / Darn Good / “Buda”

Breathable Waders: Own / Need To Rent (\$10.00 per person) **Shoe Size:** _____

Day and Date of Trip: _____

Departure Time: (If fishing is really good plan on a longer trip, all times are approximate, please circle one)

9:00 am– 5:00 pm

11:00 am – 7:00 pm

12:00 pm – 8:00 pm

1:00 pm – 9:00 pm

2:00 pm – Dusk/Dark

AuSable River Section: (please circle one section)

AuSable River: Upstream of Mio Pond

Mio to Comins Flats: Launch on M33 by river on Eastside (7-8 hours)

Comins Flats to Alcona Pond: Please add \$30 to above prices for this section of the river. (9-10 hours)

How did you hear about Michael Johnson River Guide LLC?

RELEASE AND WAIVER OF LIABILITY AGREEMENT

The following named parties enter into this release and waiver of liability agreement dated this ____ day of _____, 200_ arising by and between Michael A. Johnson River Guide, LLC of _____ and the _____ (client) of _____ and the _____ (client) of _____.

I have read and agree to the terms on the following pages.

Fisherman #1 Signature: _____

Date: _____ Printed Name: _____

Fisherman #2 Signature: _____

Date: _____ Printed Name: _____

RELEASE AND WAIVER OF LIABILITY AGREEMENT

1. Rules and Conditions of Service: The client shall comply with the following rules and conditions of Michael A. Johnson River Guide, LLC as a prerequisite to the performance of the service.

- 1.1 The client agrees to catch and release fishing only.
- 1.2 The client shall refrain from use of tobacco products of any kind in the boat.
- 1.3 No alcohol shall be allowed during the service provided by Michael A. Johnson River Guide, LLC.
- 1.4 The client shall not be intoxicated during the fishing trip
- 1.5 Only persons weighing **285 lbs.** and under shall use the pedestal seats provided by Michael A. Johnson River Guide, LLC.
- 1.6 The client agrees not to bring glass containers on the river.
- 1.7 The client agrees to wear glasses for eye protection.
- 1.8 The client agrees to wear small CO2 belt inflatable life jacket.

Failure to abide by the terms of these Rules and Conditions of Service shall be grounds for Michael A. Johnson River Guide, LLC to terminate your river guide services and retain 100% of the fee for same as liquidated damages.

2. Release, Waiver, and Indemnification: For good and valuable consideration, including payment for river guide services, the client for themselves and their agents, representatives, heirs, administrators, successors, and assigns, waives liability for releases and forever discharges Michael A. Johnson River Guide, LLC, its agents, partners, affiliates, successors, and assigns of all causes of actions, whether known or unknown that the client may have against it arising out of the river guide services that Michael A. Johnson River Guide, LLC is providing to client contemporaneous with the execution of this document.

- 2.1 **Inherent Danger:** The parties acknowledge that fishing in a boat is an inherently dangerous activity that is being conducted on a river or lake, where cell phones and other means of communication are not always available. The nearest hospital is sometimes over 8 hours away from the location of the boat. Knowing the same, the client releases and forever waives any claim against Michael A. Johnson River Guide, LLC, as set forth above.
- 2.2 **Indemnification:** Client agrees to indemnify, defend and hold harmless Michael A. Johnson River Guide, LLC, against any and all claims, damages, losses, and expenses (including but not limited to, reasonable attorney's fees) threatened, asserted, or filed by the client or a third party arising out of or relating to (i) client's use of the river guide services, (ii) any breach by client of this agreement, or (iii) and acts or omissions of client. The terms of this section will survive any termination of this agreement.
- 2.3 **Disclaimer of Warranty:** The client agrees to use Michael A. Johnson River Guide, LLC services at clients own risk. The services provided under this agreement are provided on an as is, as available basis. Michael A. Johnson River Guide, LLC makes no warranties of any kind, expressed or implied, including but not limited to warranties of non infringement, merchantability or fitness for a particular purpose with respect to the services it provides. Michael A. Johnson River Guide, LLC makes no warranties that the services will not be interrupted, error-free or that any results obtained from the use of services will no be interrupted, error free or that any results obtained from the use of services is accurate and reliable. Michael A. Johnson River Guide, LLC expressly disclaims any liability for the river guide services to the client no oral advice or written information given by any Michael A. Johnson River Guide, LLC representative will create any warranty nor may you rely on such information or advice.