



Angler Rules and Regulations with FishMySpot

“Pond Owner” refers to the owner of the pond or lake. “Angler” refers to all individuals that fish, including, guests that are Angler and guest(s) shall abide by the following rules and regulations. Failure to abide by the listed rules and regulations will result in removal from using FishMySpot’s online marketplace.

1. FishMySpot cannot guarantee that you will catch fish! But the chances are higher than fishing at an overfished public lake/pond.
2. All anglers must be 18 years or older to use FishMySpot’s online marketplace. Children are permitted to attend but must be accompanied by an adult, over the age of 18.
3. Angler shall not enter any plants, work areas, or other designated buildings owned by Pond Owner.
4. Angler shall stay on existing roadways and shall not block such roadways. Angler shall only traverse roads designated for lake access.
5. Vehicles shall be parked in designated areas only, unless directed to a different location by the landowner.
6. Boats used by Angler are restricted to electric trolling motors or gasoline engines at idle speed only. There shall be no riding dikes or levees. No boats shall be in restricted areas.
7. Lifejackets must be worn while utilizing any type of water craft. If Pond Owner supplies boat, lifejacket must be provided; if Angler provides boat, life jackets must be brought by angler.
8. Anglers cannot wade or swim in pond/lake.
9. There shall be no night fishing unless prior approval is given from the pond owner.
10. Angler shall use caution and watch for electrical power, vehicles, equipment, deep water, and drop-offs.
11. All fish are to be released immediately. Unless catch and keep requirements pertain to a specific pond, then follow the requirements outlined in the reservation confirmation.
12. All belongings brought in by angler must be taken out (i.e. bait, trash, fishing rods, etc.).
13. Angler and guest(s) must use caution and obey all posted signs.
14. Angler is not permitted to bring any alcoholic beverages on the premise.
15. Angler may bring the number of guests designated during time of checkout with them, as often as they like, per reservation onto the Property.
16. Angler’s guest(s) shall be subject to the same rules and regulations as set forth herein, and violations by guest(s) shall be considered a violation by Angler and will result in termination to use FishMySpot’s online marketplace.

Assumption of Risks

Nevertheless, you voluntarily and freely elect to participate in the above activity with full knowledge and awareness, under applicable law, of the dangers and risks involved with fishing. You hereby agree to accept and assume any and all risks of sickness, property damage, personal injury, disability, or death while fishing from FishMySpot’s online marketplace.

Release and Waiver

You acknowledge and agree that:

1. You have reasonably assessed the risks involved in the Experience(s) and have made an informed and voluntary choice to participate.
2. You alone, and not Pond Owner(s), are responsible for determining your fitness for participating in fishing and your ability to fully understand any directions or warnings presented.

3. You will not participate in fishing when you have a physical, medical, or mental limitation or disability, or when you are aware or should reasonably be aware of any factors that may limit or prevent you from safely participating in fishing.

4. You will act reasonably and responsibly and will comply with any provided and customary conditions, directions, and/or precautions for participation in fishing. If you notice any hazard during a trip, you will stop participating in the activity immediately.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU RELEASE AND PROMISE NOT TO SUE THE LANDOWNER FOR ANY CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES (WHETHER ECONOMIC OR NON-ECONOMIC), DAMAGES, EXPENSES, COSTS OR LIABILITY OF ANY NATURE WHATSOEVER ARISING FROM OR IN CONNECTION WITH YOUR EXPERIENCE(S) AND/OR TRIP, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY.

Cancellation Policy

1. Reservations are permitted to be cancelled up to 24 hours prior to the scheduled reservation for a full refund. Refunds will be provided through a credit to book in the future.

2. Should an event transpire after 24 hours of your scheduled reservation and you are unable to make it to your reservation, please contact a customer service representative at 1-844-446-3474 or info@fishmyspot.com to cancel the reservation. Should the circumstance be out of our customers control, we will credit the angler.

Weather

1. At times, weather can change quickly. We are happy to provide a credit to our customers should the weather turn bad (i.e. rainy, stormy, windy, severe that includes warnings or watches of an area) to fish. Please contact a customer service representative at 1-844-446-3474 or info@fishmyspot.com. A credit will be provided to you for future use.

a. If the weather turns poor at the start of a reservation, a credit to book a new reservation will be provided.

b. If the weather turns poor toward the end of a reservation, there will not be a credit provided to the angler.