

Release, Waiver of Liability, and Assumption of Risk, Hold Harmless Agreement and Indemnity

Release, Waiver of Liability, Assumption of Risk, Hold Harmless Agreement and Indemnity Document Affects Your Legal Rights.

1. In consideration of participating in activities, including, but not limited to, any and all events, gatherings, fly fishing, seminars, outings, meetings, classes, equipment, and the like, and other valuable consideration, hereby acknowledged, I do hereby release, waive, discharge and covenant not to sue Deep Creek Fly Fishers, hereinafter DCFF, its Board of Directors, officers, chairpersons, agents, volunteers, and members (collectively with DCFF), hereinafter referred to as RELEASEES from any and all liability, claims, demands, causes of action whatsoever arising out of or related to any loss, damage or injury, including death, that may be sustained by me or to any property belonging to me, whether caused by the negligence of the Releasees, or otherwise, while participating in any such activities or while in, or upon the premises or location where such activities are being conducted or in transit to and from said premises or location.

This Agreement shall be effective for event:

_____ Event name

_____ Dates

2. I attest I can fully participate in the activities of DCFF. I am fully aware of the risks and hazards connected with the activities of DCFF, including, but not limited to, the risks of drowning, hook injury and injury from fishing equipment and other participants, hiking in mountainous terrain and along water courses, such as rivers, streams and lakes, adverse weather conditions to include lightning and temperature extremes, exposure to animals, wildlife and insects, and the unavailability of immediate medical attention in case of injury, and I hereby elect to voluntarily participate in said activities and to enter the premises and locations where the activities are being conducted, knowing that the activities may be hazardous to me and my property. I am voluntarily using the services and activities of DCFF with the full knowledge of the inherent risks, hazards and dangers involved and voluntarily assume full and complete responsibility for any risks of loss, property damage, or personal injury, including death, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in any such activities, whether caused by the negligence or deliberate act of Releasees or otherwise.

3. I hereby agree to indemnify and hold harmless the Releasees from any loss, liability, damage or costs, including court costs and attorney's fees, that may arise from my participation in said activities, whether caused by the negligence or deliberate act of Releasees or otherwise.

4. I waive the protection afforded by any statute or law in any jurisdiction, including California Civil Code Section 1542 whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release. Section 1542 reads as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor".

5. This Release and Hold Harmless Agreement shall bind my spouse (if any) and members of my family if I am alive, and my heirs, assigns and personal representatives, if I am not alive and shall be deemed as a release, waiver, discharge and covenant not to sue the Deep Creek Fly Fishers, hereinafter. I hereby agree that this Agreement shall be construed in accordance with the laws of the State of California.

6. I acknowledge, understand and agree that DCFF or any of the named Releasees will not be responsible for any medical costs associated with any injury I may sustain. I understand that I should possess adequate health and accident insurance to cover any personal injury to myself, which may be sustained during any activity or transportation to and from said activity.

7. I agree that I am or will become familiar with the nature and requirements of said activities before participating. I assume the complete risk of any activities and I will provide any and all safety equipment, whether or not required by law. I understand there may be events, gatherings, outings, seminars and the like, in which I may choose to participate, that involve my use of a watercraft, either belonging to me or others. In such circumstances involving my use of a watercraft, I agree to wear a Coast Guard approved protective safety flotation device at all times while boarding, disembarking or on board the watercraft. Watercraft shall include, but not be limited to, motorized boats, drift boats, canoes, kayaks, prams, pontoon boats, float tubes and the like.

8. I am the parent, guardian or legal custodian of the minor under the age of 18, who is in my company, and as to whom I agree to assume full responsibility for their conduct and safety. I will accompany the minor and/or participate in DCFF fly fishing, outings and activities, including, but not limited to those set forth above.

Minor:

_____ Name

_____ Age

The undersigned parent, guardian or legal custodian of the minor listed above, for himself/herself and on behalf of said minor, hereby joins in the foregoing Release, Waiver of Liability, Assumption of Risk, Hold Harmless Agreement and Indemnity and agrees on behalf of such minor to be bound by it. I have read, fully understand and voluntarily sign this Agreement, and acknowledge the significance of it.

9. I understand that I have the right to have this agreement reviewed by an attorney before I sign it. I agree that no oral representations, statements or inducements have been made to me, which are not set forth in this agreement.

_____ Print name

_____ One form per person

_____ Signature

_____ Date

_____ Print name

_____ Emergency contact

_____ Relationship

_____ Phone number

Deep Creek Fly Fishers, PO Box 8203, Redlands, Ca 92375