

DELTA FLY FISHERS

Read Carefully - Affects Your Legal Rights FOR THE YEAR 2 _____ RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK HOLD HARMLESS AGREEMENT AND INDEMNITY

1. In consideration of participating in *Fly Fishing and Activities related thereto* and other valuable consideration, I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE *Delta Fly Fishers*, their Board of Directors, the officers, chairpersons, agents and members (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions on 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 transportation to and from said premises or location. *This agreement shall be effective for all activities during the calendar year in which this agreement is signed.*

2. To the best of my knowledge, I can fully participate in these activities. I am fully aware of the risks and hazards connected with the activity including but not limited to the risks of drowning, hook injury and as noted herein, 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 VOLUNTARILY ASSUME FULL 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 further 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 NEGLIGENCE OR DELIBERATE ACT OF RELEASEES or otherwise.

4. I WAIVE the protection afforded by any statute or law in any jurisdiction (e.g. CA Civil Code 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.

5. This Release and Hold Harmless Agreement shall bind the members of my family and spouse (if any), if I am alive, and my heirs, assigns and personal representative, if I am not alive shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of California.

6. I FURTHER UNDERSTAND THAT *Delta Fly Fishers* or any of the named Releasees will not be responsible for any medical costs associated with any injury I may sustain. I also understand that I should possess adequate health and accident insurance to cover any personal injury to myself which may be sustained during the activity or transportation to and from said activity.

7. I further agree that I am or will become familiar with the nature and requirements of said activities before participating. I further assume the complete risk of any activities and I will provide any and all safety equipment, whether or not required by law.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT, I have read the foregoing Waiver of Liability and Hold Harmless Agreement, and understand if I sign it voluntarily as my own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

IN WITNESS WHEREOF, I have hereunto set my hand on this ____ day of 200 ____.

Read Carefully Before Signing

Participant

Parent must sign if under 18 years

Print name

Street Address, City & Phone Number