

(Adult) Please read before signing

Event: Colorado River with Kevin Hutchison; June 26, 2021

IN CONSIDERATION of being permitted to participate in any way in the Texas Fly Fishers programs, events and activities I, for myself, my personal representatives, assigns, heirs and next of kin:

ACKNOWLEDGE, agree and represent that: I understand the nature of fishing, kayaking, canoeing, boating and related activities; I understand that I may be on or beside water, that the water may be moving and that being in such a location may be dangerous; I understand that these activities are many times strenuous and may create a risk of harm; I possess the skill and knowledge necessary for this type of activity and I am in good health and in proper physical condition to participate in such activities and I willingly agree to comply with the terms and conditions of participation.

FULLY UNDERSTAND that: (a) Fishing, boating, and related activities INVOLVE RISKS AND DANGERS OF DAMAGE TO PERSONAL PROPERTY AND SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH (“Risks”); (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the activity, the conditions in which the activity takes place or THE NEGLIGENCE OF THE “RELEASEES” NAMED BELOW; (c) there may be other RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation or that of any minor that may accompany me in the activity.

COVID-19 Disclaimer: I have not received a diagnosis of COVID-19, to the best of my knowledge do not have COVID-19 symptoms and have, as far as I know, not been exposed to anyone diagnosed or exhibiting COVID-19 symptoms.

I understand that although, the state of medical knowledge is evolving, the COVID-19 virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and even possibly in the air. I understand that one can be infected and show no symptoms and therefore spread the disease. Further, I understand that there is no known treatment, cure, or vaccine for COVID-19. Specifically, I understand that medical studies have **shown COVID-19 can cause serious and potentially life threatening illness and even death.**

I understand that I may contact the COVID-19 virus while participating in the event to which this document applies, have read and understood the above warning concerning COVID-19 and hereby choose to accept the risk of contracting COVID-19 in order to participate the event.

I HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE the Texas Fly Fishers club (“TFF) of Houston, Texas, its affiliated clubs and organized affiliates, its/their respective instructors, teachers, event guides, certified instructors, trainers, trip leaders, educators, administrators, directors, agents, officers, members, volunteers and employees, other participants, any sponsors, advertisers and, if applicable, owners and lessors of premises on which the activity takes place, (each considered one of the “RELEASEES” herein) FROM ALL LIABILITY CLAIMS, DEMANDS, LOSSES, PERSONAL INJURIES, DEATH, INCLUDING THOSE RELATED TO THE COVID-19 VIRUS, DAMAGE TO PROPERTY OR OTHER DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE “RELEASEES” OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS; AND FURTHER AGREE that if despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT I or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses attorney fees, loss, liability, damage or cost which any may incur as the result of such claim.

Specifically with regard to the trip to the Colorado River on June 26, 2021, I acknowledge that I understand that this trip will be on moving water on a hot Texas summer day and will be physically strenuous. In that regard, I believe I possess the skill, knowledge health and physical condition for this trip. Further, I acknowledge that I have been advised by the Texas Fly Fishers of those risks and have been further advised that a kayak is not a recommended method of water transportation for this trip as the use of a kayak creates a serious risk of harm to me including death. Understanding these risks, along with others set forth above, I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND RESPONSIBILITY FOR ALL LOSSES, COSTS, AND DAMAGES I incur as a result of my participation or that of any minor that may accompany me in the activity.

Accordingly, in addition to the above described discharge and release, I HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE Kevin Hutchinson and Hill Country Fly Fishers, who will be assisting with this trip/outing and the Texas Fly Fishers club (“TFF) of Houston, Texas, including their agents, officers and employees and hold them HARMLESS FROM ALL LIABILITY CLAIMS, DEMANDS, LOSSES, PERSONAL INJURIES, DEATH, DAMAGE TO PROPERTY OR OTHER DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE “RELEASEES” OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS; AND FURTHER AGREE that if despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT I or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses attorney fees, loss, liability,

damage or cost which any may incur as the result of such claim.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOT WITHSTANDING SHALL CONTINUE IN FULL FORCE AND EFFECT.

Name (print) _____
Date of Birth _____
Street Address _____
City, ST, Zip _____
Date _____

Signature
