

## RELEASE OF LIABILITY

(Adult)

**This is an important document; read it before signing**

IN CONSIDERATION of being permitted to participate in any way in the Texas Flyfishers 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.

HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE the Texas Flyfishers 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, 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 \_\_\_\_\_

Email \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

\_\_\_\_\_

**Event:**

\_\_\_\_\_

## RELEASE OF LIABILITY

(Minor)

**This is an important document; read before signing**

IN CONSIDERATION of being permitted to participate in any way in the Texas Flyfishers 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.

HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE the Texas Flyfishers 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, 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 NEGLIGENCE 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 \_\_\_\_\_

Email \_\_\_\_\_

Phone \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

**Event:**

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**(Continued On Back)**

## RELEASE OF LIABILITY

(Minor)

**This is an important document; read before signing  
(continued)**

**PARENT OR GUARDIAN:** I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF FLY FISHING, KAYAKING, CANOEING, BOATING AND RELATED ACTIVITIES AND THE MINORS EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEATH AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITY. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE "RELEASEES" FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON THE MONR'S ACCOUNT CAUSED OR ALLEGED TO BE **CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE** OF THE "RELEASEES" OR OTHERWISE, **INCLUDING NEGLIGENCE RESCUE OPERATIONS** AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE MINOR OR ANYONE ON THE MINOR'S BEHALF MAKES A CLAIM AGAINST ANY OF THE NAMED ABOVE, I WILL INDEMNIFY, SAME, AND HOLD HARMLESS EACH OF THE "RELEASEES" FROM ANY LITIGATION EXPENSES ATTORNEY FEES, LOSS LIABILITY, DAMAGE OR COST ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.

Parent/Guardian \_\_\_\_\_

P/G Street Address \_\_\_\_\_

P/G Phone \_\_\_\_\_

P/G City, ST, Zip \_\_\_\_\_

Date \_\_\_\_\_

Parent/Guardian Signature

\_\_\_\_\_

Event & Date

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