

WAIVER AND RELEASE AGREEMENT

Please read carefully before signing

This is a release of liability and waiver of certain legal rights

In consideration for my membership and being permitted to participate in the activities of AUSTIN FLY FISHERS, I agree to the following Waiver and Release: I acknowledge that as a member of Austin Fly Fishers I may participate in club activities that include: meetings, classes, outings, and other events. I further acknowledge some club events may include outdoor activities such as fishing. All outdoor events come with the potential of hazards and dangers, particularly in a wilderness environment. I UNDERSTAND THAT THESE RISKS, HAZARDS, AND DANGERS INCLUDE WITHOUT LIMITATION:

- 1. Water hazards in boating and wading in the rivers, lakes and streams including drowning;
- 2. The use of rods, reels, lures and fishing fly's of all kinds and types;
- 3. Hiking in rugged country;
- 4. Injuries from equipment and other participants;
- 5. Encounters with wildlife, animals, and insects;
- 6. Temperature extremes;
- 7. Inclement weather conditions and unavailability of immediate medical attention in the wilderness in case of injury.

I understand the risks, hazards, and dangers of these activities and have had the opportunity to discuss them with AUSTIN FLY FISHERS. I understand that these activities may require good physical conditioning and a degree of skill and knowledge. I believe I have that good physical conditioning and the degree of skill and knowledge necessary for me to engage in these activities safely if I so decide. I understand that I have responsibilities. My participation in any activity is purely voluntary. No one is forcing me to participate and I elect to participate in any activity in spite of the risks. I AM VOLUNTARILY USING THE SERVICES OF AUSTIN FLY FISHERS WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS, OR DEATH.

Lastly, I, for myself, my heirs, successors, executors, and subrogees, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS AUSTIN FLY FISHERS, their directors, officers, agents, employees, and volunteers from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including all attorneys' fees) which are related to, arise out of, or are in any way connected with my participation in any activity including, but not limited to, NEGLIGENCE of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me or my property as a result of my engaging in these activities or the use of these services, animals or equipment, whether such damage, loss, injury, paralysis, or death results from negligence of AUSTIN FLY FISHERS or from some other cause. I, for my heirs, successors, my executors, subrogees, and myself further agree not to sue AUSTIN FLY FISHERS as a result of any injury, paralysis, or death suffered in connection with my use and participation in any of the activities of AUSTIN FLY FISHERS.

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE AGREEMENT

Date Signed

Signature

Print Name

Mailing Address

City State Zip

Phone Number