## Carolina Fly Fishing Club - Assumption of Risk, Indemnity, and Waiver - Release

**Assumption of Risk:** I understand that the Activities[1] in which I (or my family) will engage at or with the Carolina Fly Fishing Club (CFFC) involve inherent and other risks. I acknowledge that some activities are strenuous and dangerous and require a certain degree of physical condition, ability, maturity, and skill. I acknowledge that I am solely responsible for determining my (or my family's) suitability to participate in the Activities. I have (or my family has) the requisite skills, qualifications, physical and mental ability, and training necessary to properly and safely participate in the Activities, I (or my family) share(s) responsibility for my (his/her) safety and will follow instructions, make reasonable decisions, and act responsibly. The CFFC cannot ensure my (or my family's) safety and does not seek to eliminate all of the risks of the activities because they contribute to the thrill of the adventure. I choose to voluntarily participate (or allow my family to participate) and observe the Activities despite all risks**.** I assume all inherent and other risks and accept responsibility for any property damage and loss, and for any personal injury, illness, disability, emotional distress, and death that I (or my family) may suffer, whether described above or not.

In consideration of CFFC providing services and facilities and allowing me (or my family) to participate in or observe the Activities, I agree to the following:

**Waiver and Release:** I, (and on behalf of my family) agree to forever release and discharge CFFC from and agree not to sue for any and all liability or claims I (or my family) may have for any property damage and loss, personal injury, emotional distress, illness, disability, and death, related to my (or my family's) participation in the Activities or use of any equipment or facilities. This release is for any type of claim, including breach of contract, fraud, or any other type of suit and includes losses alleged to be caused by the negligence of CFFC to the fullest extent permitted by law but does not include claims for gross negligence.

**Indemnity**: I agree to defend, indemnify (meaning to pay or reimburse any amount required to be paid, including attorney's fees) and hold CFFC harmless from all claims, causes of action, liability, losses, or damages for any property damage, property loss or theft, personal injury, disability, death or other loss brought by or on behalf of me, my child, a family member, my estate, another participant or spectator, or any other person arising from or relating to my (or my family) use of the property, facilities, and/or participation in the Activities, including claims that CFFC was negligent.

**Additional Provisions:**. Any portion of this Agreement deemed unlawful or unenforceable is severable and shall be stricken without effect on the enforceability of the remaining provisions.

I have read this Agreement, I understand its contents and I sign it voluntarily. I intend by this Agreement to assume all hazards and risks, waive all rights to sue and release all liabilities and claims, and indemnify CFFC for any claims arising from my (or my family's)participation in the Activities. I understand that this Agreement has no expiration date and remains in effect at all times that I am (or my family is) observing or participating in the Activities and will be binding on me, my family members, my heirs, assigns, executors, representatives, and estate.

| _____ | _____ | _____ |
|---|---|---|
| Name of Participant (Please Print) | Participant's Signature | Date |

Address: _____ City: _____ State:_____ Zip: _____

Phone No.: _____ E-mail: _____ Date of Birth: _____

Emergency Contact:: _____ Contact's Phone No.: _____

### Parent or Legal Guardian (if participant is under 18 years of age)

I hereby warrant that I have legal authority to act on my child's behalf. I agree to the above terms and conditions for myself and on behalf of my child. If I am signing for a participant that is not my child, I agree to indemnify CFFC as provided in the Indemnity provision above for any and all claims brought by or on behalf of the child for whom I sign or for any claim brought by any other person related to the child's participation in or observation of the Activities.

| _____ | _____ | _____ |
|---|---|---|
| Name of Parent/Guardian of Participant if Minor (Please Print) | Parent/Guardian's Signature | Date |