



# Liability Waiver

In consideration of the service of the Southwest Council, Fly Fishers International, and any other entities associated with it, and their agents, officers, volunteers, participants, employees, and all other persons acting in any capacity on their behalf (hereinafter collectively referred to as "SWCFFI"), I hereby acknowledge the following:

- Fishing and related activities entail both known and unknown risks which could result in physical or emotional injury or death to myself and/or third parties, or damage to my personal property or the property of others. These risks cannot be eliminated without jeopardizing the essential qualities of such activities.
- The risks include, but are not limited to, injury and damages resulting from: slips and falls, physical exertion, animal bites and stings, exposure to dangerous weather conditions, being submerged or entrapped in water, acts of God, or medical complications resulting from my own physical condition.
- Fishing activities may occur in areas where communications with emergency medical or rescue services are impaired or impossible, and that such services may not arrive in a timely manner even if summoned.
- SWCFFI could misjudge environmental conditions surrounding this event, such as weather, the elements, or the terrain, and may give inadequate warnings or instructions regarding dealing with these conditions.
- Equipment provided or used by SWCFFI might malfunction and be unable to provide the desired results.
- SWCFFI is not obligated to accommodate or make allowances for any participant's fitness or abilities.
- SWCFFI is not obligated to mitigate or eliminate the aforesaid risks.
- By agreeing to this waiver, I expressly accept and assume the risks that exist in these activities. My participation is purely voluntary, and I have elected to participate despite the risks.

On behalf of myself, my children, my parents, my heirs, my assigns, personal representatives and estate, I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless SWCFFI from any and all claims, demands or causes of action which are in any way connected with my participation in these activities or my use of SWCFFI's services, equipment or facilities, including any such claims which allege negligent acts or omissions of SWCFFI.

Should SWCFFI, or anyone acting on its behalf, be required to incur attorney's fees or other legal costs, I agree to indemnify and hold them harmless for all such fees and costs.

I agree to bear the costs of covering any injury or damage I may cause or suffer while participating in these activities. Furthermore, I attest that, to the best of my knowledge, I have no medical or physical conditions which would interfere with my safety during this activity, or else I am willing to assume and bear the costs of any efforts to mitigate or address all risks that may be created, directly or indirectly, by any condition.

If I file a lawsuit against SWCFFI, I shall do so solely in the State of California, and I further agree that the substantive law of that state shall apply in any such action without regard to any conflict of the law of that state with this waiver.

In consideration of any minor or minors accompanying me, even though not specifically named herein, being permitted by SWCFFI to participate in its activities and/or to use its equipment and facilities, I agree to indemnify and hold harmless SWCFFI from any and all claims which are brought by or on behalf of such minor(s), and which are in any way connected with such use or participation by such minor(s).

By signing this document, or indicating that I accept these conditions on the event registration web page, I acknowledge, that if anyone is hurt or property damaged during my participation in any such activity, I may be found by a court of law to have waived my right to maintain a lawsuit against SWCFFI on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document, fully understand it, and agree to be bound by its terms as stated or amended.

**Signature :** \_\_\_\_\_

**Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_

**Print Name:** \_\_\_\_\_