

## 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 being permitted to participate in the activities of SANTA CRUZ FLY FISHERMEN, INC, I agree to the following Waiver and Release:

I acknowledge that fishing outings and other Club activities have inherent risks, hazards, and dangers for anyone, that cannot be eliminated, 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 including drowning;
2. Hiking in rugged country;
3. Injuries from fishing equipment and other participants;
4. Encounters with wildlife, animals, and insects;
5. Temperature extremes;
6. inclement weather conditions and unavailability of immediate medical attention in the wilderness in case of injury; and
7. Food poisoning,
8. Risks also include exposure to illness or infection from infectious agents, including but not limited to, diseases, bacteria, microorganisms and viruses, such as the extremely contagious novel coronavirus, COVID-19, and other diseases, bacteria, viruses, and coronaviruses.

I understand the risks, hazards, and dangers of fishing outings and other Club activities and have had the opportunity to discuss them with SANTA CRUZ FLY FISHERMEN, INC. 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. I understand that I have responsibilities. My participation in these activities is purely voluntary. No one is forcing me to participate and I elect to participate in spite of the risks. I AM VOLUNTARILY USING THE SERVICES OF SANTA CRUZ FLY FISHERMEN, INC. 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, DEFEND, PROTECT AND HOLD HARMLESS SANTA CRUZ FLY FISHERMEN, INC. and its directors, officers, agents, employees, volunteers, members and co-participants in Club activities from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorneys' fees) which are related to, arise out of, or are in any way connected with my participation in Club activities 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 its services, animals or equipment, whether such damage. loss, injury, paralysis, or death results from the negligence of SANTA CRUZ FLY FISHERMEN, INC., its members, or from some other cause. I, for myself, my heirs, successors, executors, and subrogees, further agree not to sue SANTA CRUZ FLY FISHERMEN, INC., its directors, officers, agents, employees, volunteers, members and co-participants in Club activities as a result of any injury, paralysis. death or property damages suffered in connection with my use and/or participation in the activities of SANTA CRUZ FLY FISHERMEN. INC.

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE AGREEMENT. I UNDERSTAND THIS AGREEMENT WILL CONTINUE IN FULL FORCE AND EFFECT CONTINUOUSLY HEREAFTER UNTIL A WRITTEN REVOCATION IS DELIVERED BY ME TO AN OFFICER OF SANTA CRUZ FLY FISHERMEN, INC.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name of Member or Minor Participant

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Phone Number

Fill out and sign digitally and return to: [robert6367@aol.com](mailto:robert6367@aol.com)

OR Print and Return to:

SCFF Membership Chairman  
PO BOX 2008  
Santa Cruz, Calif, 95065

**IF UNDER EIGHTEEN (18) YEARS OF AGE, PARENT, GUARDIAN, OR CUSTODIAN MUST SIGN THE FOLLOWING INDEMNIFICATION:**

**INDEMNIFICATION**

In consideration for the above minor being permitted by SANTA CRUZ FLY FISHERMEN, INC. to participate in the activities of SANTA CRUZ FLY FISHERMEN, INC, which include, without limitation, the use of its services, animals and equipment, I agree to the following waiver, release, and indemnification:

The undersigned parent, guardian, or custodian of the above minor, for himself/herself and on behalf of said minor, hereby joins in the foregoing, Waiver and Release and hereby stipulates and agrees to save and hold harmless. indemnify, protect and forever defend SANTA CRUZ FLY FISHERMEN, INC. and its directors, officers, agents, employees, volunteers, members and co-participants in any Club activities from and against any claims, actions, demands. expenses, liabilities (including reasonable attorneys' fees), and NEGLIGENCE made or brought by said minor or by anyone on behalf of said minor, as a result of said minor's participation in the activities of SANTA CRUZ FLY FISHERMEN, INC. and/or his or her use of the property, animals, if any, and facilities of SANTA CRUZ FLY FISHERMEN, INC. I. for myself and on behalf of said minor, further agree not to sue SANTA CRUZ FLY FISHERMEN, INC. and its directors, officers. agents. employees, volunteers, members and co-participants in Club activities as a result of any injury, paralysis, property damage or death that said minor suffers in connection with his/her participation in the activities of SANTA CRUZ FLY FISHERMEN, INC. I UNDERSTAND THAT THIS INDEMNIFICATION AGREEMENT WILL REMAIN IN FULL FORCE AND EFFECT CONTINUOUSLY HEREAFTER UNTIL A WRITTEN REVOCATION IS DELIVERED BY ME TO AN OFFICER OF SANTA CRUZ FLY FISHERMEN, INC.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Parent, Guardian or  
Custodian of Minor

\_\_\_\_\_  
Print Name of Minor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness