

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.

I UNDERSTAND THAT CHECKING THE LIABILITY WAIVER CHECKBOX ON THE ONLINE MEMBERSHIP FORM CONSTITUTES A LEGAL SIGNATURE CONFIRMING THAT I ACKNOWLEDGE AND AGREE THAT THE PARTIES AGREE THAT THIS DOCUMENT MAY BE ELECTRONICALLY SIGNED