

## **WAIVER OF LIABILITY, RELEASE AND HOLD HARMLESS AGREEMENT**

In consideration for participating in the Women Fly Fishers of Idaho ("WFFI") fishing trip and related activities, which include, but are not limited to, participating in the sport of fishing and traveling to and from fishing sites (the Trip'), and in consideration of the benefits to be derived therefore, I agree as follows:

I hereby release, waive, discharge, and covenant not to sue WFFI, its members, officers, employees, volunteers, leaders, guides, agents and their heirs, administrators, executors, successors, and assigns (hereinafter referred to as "releasees") from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or relating to any loss, damage or injury, including death, that may be sustained by me, or to any property belonging to me, whether caused by the negligence of the releases, or otherwise, while participating in the Trip, while in transit to or from the Trip site, or in any place or places connected with the Trip, including death, that may be sustained by me, or any loss or damage to property owned by me, as a result of my being a participant in the Trip, whether caused by the negligence of releasees or otherwise.

I certify that I am in good health and have no physical limitations that would preclude my safe participation in the Trip. In addition to minimizing the risks, I agree to prepare carefully for the fishing trip by becoming informed about the Trip and bringing the proper gear, equipment, food, and clothing to use during different weather conditions. I further agree to be prepared by bringing and using, as may be needed, appropriate insect repellents and sunblock, sufficient nourishment and hydration, and further to be prepared to spend the night outside in the event of adverse circumstances.

I further hereby agree to indemnify, save, and hold harmless the releases from and against any loss, liability, damage, or costs they may incur due to my participation in the Trip, whether caused by the negligence of any or all of the releases, myself, or any third party.

It is my express intent that this Waiver of Liability, Release, and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns, and personal representative, if I am deceased, and shall be deemed as a Release, Waiver, Discharge, and Covenant Not to Sue the above-named releases.

I further agree that this Waiver of Liability, Release, and Hold Harmless Agreement is to be construed in accordance with the laws of the State of Idaho and is intended to be as broad and inclusive as permitted by the laws of the State of Idaho. If any portion thereof is held invalid, I agree that the remainder of the Waiver shall, notwithstanding, continue in full legal force and effect. The venue for any dispute arising out of this agreement or between the parties shall lie in Ada County, Idaho.

If I am bringing a minor under the age of 18 on this Trip, I acknowledge and agree that I am signing this *Waiver* not only on my behalf but also in the capacity of the Parent and/or Guardian of the minor, thereby voluntarily assuming full responsibility for any risks of loss, property damage or personal injury, including death, that the minor may sustain, or any loss or damage to property owned by the minor, as a result of the minor's participation in the Trip, whether caused by the negligence of releasees or otherwise.

By signing this *Waiver of Liability, Release, and Hold Harmless Agreement*, I have read and understand the conditions outlined in the *Release*, that I agree to all conditions set forth herein, and that I sign this voluntarily.

Trip Name/Date:

Signatures:

Name Printed

Signature

Date

Name Printed

Signature of Parent or Guardian (if under 18)

Date