

COLORADO WOMEN FLYFISHERS (CWF) CLUB
Acknowledgment of Risk and Release of Liability

I wish to participate in activities, events or trips partially or wholly sponsored, organized, directed, conducted, or paid for by the Colorado Women Flyfishers (CWF) Club, including its employees, agents, volunteers, instructors and members (collectively the fishing club). In exchange for the ability to participate in such activities, events or trips (fishing activities), by my signature on this Acknowledgment of Risk and Release of Liability (Release) I hereby irrevocably and unconditionally agree for myself/ourselves and my/our heirs, estate, insurers, successors and assigns as follows:

1. ACKNOWLEDGMENT AND ASSUMPTION OF RISK. I understand that any and all fishing activities may be hazardous and may result in severe injury, loss, damage, or death. I understand that I am solely responsible for my own safety and for taking every precaution to provide for my safety and well-being, while participating in fishing activities. I understand my skills will be challenged during fishing activities. I understand that I am solely responsible for assuring that my physical conditioning, skills, and equipment are adequate for me to participate safely in fishing activities. I understand that the fishing club has no obligation to provide medical care, and has not undertaken the responsibility to do so. I understand that the fishing club is not a guide service. I understand that many fishing activities are led by volunteers whose abilities, skills, equipment, and actions are not independently controlled or verified by the fishing club. I understand that fishing activities involve inherent, serious risks and dangers that are impossible to know or predict, including, but not limited to: narrow or nonexistent trails; rough exposed, unstable, steep or slippery terrain; high-altitude illness; lightning; cold weather; avalanches, icefall or rockfall; wild or poisonous animals, insects or plants; dangerous river or water crossings; fires or floods; other forces of nature; equipment malfunctions or failure; extreme remoteness from medical facilities or rescue; travel by motor vehicles or other conveyance; acts or omissions by the fishing club, its employees, agents, instructors, volunteers or members; and acts or omissions by other activity participants. I understand and have considered and evaluated the nature, scope and extent of the risks involved, and I voluntarily and freely choose to assume such risks.

2. RELEASE FROM LIABILITY. I fully and forever release and discharge the fishing club, its volunteers, employees, agents, partners, leaders, instructors, members, guides, officers, directors, representatives, owners or operators of fishing activities (the Released Parties) from any and all injuries (including death), losses, damages, claims (including negligence claims), demands, lawsuits, expenses, and any other liability of any kind, of or to me, my property, or any other person, directly or indirectly arising out of or in connection with my participation in or attendance at any and all fishing activities, including transportation related to fishing activities, even if it is due to the negligence or other fault of the Released Parties.

3. COVENANT NOT TO SUE. I will not initiate any lawsuit, court action, or other legal proceeding against the Released Parties, nor join or assist in the prosecution of any claim for money damages which anyone may have, on account of injuries (including death), losses, or damages sustained by me or others in connection with my participation in or attendance at any or all fishing club activities, and I waive any right I may have to do so. This means that I cannot sue to hold the Released Parties responsible for any injuries, losses, or damages that I may experience related to fishing club activities, even if due to the negligence or other fault of the Released Parties. I waive my insurers right to make a claim against the Released Parties based on payments by insurers to me or on my behalf for any reason. This means that my insurers have no right of subrogation against the Released Parties. If any portion of this Covenant Not To Sue is held to be invalid or unenforceable, I agree that the venue of any lawsuit shall be Erie, Colorado (Boulder County), and that, irrespective of any otherwise applicable choice-of-law statute, law or provision, Colorado statutory and substantive law shall apply to any such lawsuit.

4. INDEMNITY. I will hold harmless, indemnify, and reimburse the Released Parties from and for any sums, costs, or expenses (including attorneys fees) incurred by any of the Released Parties or paid by them to any person (including me or my insurers) in connection with any accident, injury (including death), loss, or damage sustained by me or others in connection with my attendance at or participation in the fishing club activity, including transportation related to the fishing club activities. This means that I will reimburse the Released parties if anyone makes a claim against them based on injuries, losses or damages I may suffer.

5. NO INSURANCE; MEDICAL EXPENSES. I understand that the fishing club and others involved in the fishing club activities do not provide me with any insurance, including life, medical, motor vehicle, or liability, for any illness, accident, injury, loss, or damage that may arise in connection with my participation in or attendance at any fishing club activities. If I want insurance of any kind, I must obtain my own insurance. I will pay my own medical emergency expenses and all subsequent medical expenses associated with any illness, accident, or injury in connection with any fishing club activities.

6. VALIDITY. I intend this Release to apply in connection with any fishing club activities at any time and anywhere in the world. Upon request, I will immediately provide my signature on a printed copy of this Release. If any portion of this Release is held to be invalid or unenforceable, all other provisions shall nevertheless continue to be valid and enforceable. This Release supersedes any oral or written statements made by or to me at any time by anyone in connection with any fishing club activities. I understand that I cannot terminate, cancel, or revoke this Release for any reason.

I UNDERSTAND THAT THIS IS A LEGAL DOCUMENT AND THAT BY SIGNING IT I AM GIVING UP MY RIGHT TO SUE OR OTHERWISE MAKE ANY CLAIM AGAINST THE RELEASED PARTIES. I HAVE READ THIS ENTIRE DOCUMENT CAREFULLY. I FULLY UNDERSTAND ITS CONTENTS AND I VOLUNTARILY AGREE TO ITS TERMS.

Printed Name: _____

Signature: _____ Date: _____

Address: _____

To be signed by parent/guardian if the participant is under 18 years of age.

Printed Name of Parent/Legal Guardian _____

Signature of Parent/ Legal Guardian _____ Date: _____