



COLORADO WOMEN FLYFISHERS MEMBERSHIP APPLICATION

Membership for Calendar Year (January – December). The Club does not sell, trade, or give away members' contact information to outside vendors. Rosters are for members' personal use only.

Date: _____

First Name: _____ Last Name: _____

Email: _____

Address: _____

City: _____ State: _____ Zip: _____

Primary Phone: _____

Emergency Contact Name: _____

Emergency Contact Phone: _____

New Member _____ Renewing Member _____

Fly Fishing Ability: Beginner: _____ Intermediate: _____ Advanced: _____ Professional: _____

Birth Year: _____ (Members must be at least 18 years of age)

Where did you hear about us: _____

Other/Comments:

Payment:

Enclose a check for \$40.00 made payable to: **Colorado Women Flyfishers**

and mail to: **Colorado Women Flyfishers Treasurer**

P.O. Box 370834

Denver, CO 80237

Questions? Contact the Membership Director at membership@colowomenflyfishers.org

ACKNOWLEDGEMENT 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, Inc. (CWF), or any of its directors, members, employees, agents, volunteers, or instructors (collectively the Fishing Club). In exchange for the ability to participate in such activities, events, or trips (Fishing Activities), I hereby sign this Acknowledgment of Risk and Release of Liability (Release) and irrevocably and unconditionally agree for myself/ourselves and my/our heirs, estate, insurers, successors and assigns as follows:

COLORADO WOMEN FLYFISHERS, INC.

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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 may 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 rock fall; 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; and acts or omissions by other activity participants. I assume the risks associated with the spread of a virus that causes a disease. 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 or any individual of the Fishing Club (Released Parties) from any and all injuries (including death), losses, damages, claims of any kind (including negligence claims), demands, lawsuits, expenses,

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and any other liability of any kind, 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. Further, I unconditionally and irrevocably release the Fishing Club from any and all injuries (including death), losses, damages, claims of any kind (including negligence claims), demands, lawsuits, expenses, and any other liability of any kind, to me, my property, or any other person, directly or indirectly arising out of, or in connection with any activity in which I engage that I would not have engaged but for participation or attendance at any Fishing Activity.

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 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 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 in Boulder County, Colorado, 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 attorney's 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 Fishing Activities, including transportation related to the Fishing 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 does 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 Fishing Activities. If I want insurance of any kind, I must obtain my own insurance. I will pay my own medical emergency expenses and all sub-sequent medical expenses associated with any illness, accident, or injury in connection with any Fishing Activities.

6. VALIDITY. I intend this Release to apply in connection with any Fishing Activities at anytime 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 Activities. I understand that I cannot terminate, cancel, or revoke this Release for any reason.

7. USE OF PHOTOS. I hereby grant CWF the right and license to use, display, publish, distribute, digitize, copy, perform, license, sublicense, transfer, make available or transmit any photographs provided by me or any photos taken by CWF at CWF events that include me.

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 HAVE HAD THE OPPORTUNITY TO CONSULT MY OWN LAWYER. I FULLY UNDERSTAND ITS CONTENTS AND I VOLUNTARILY AGREE TO ITS TERMS.

Name _____

Birth Year _____

Signature _____

Date _____