

CROWLEY FISH FOUNDATION RELEASE FORM

GENERAL RELEASE OF LIABILITY AGREEMENT

As consideration for my participation, or that of the minor under the age of 18 on whose behalf I sign (hereinafter "my child"), in meetings, educational programs, instructional programs, outings, and all other activities or events organized or sponsored by Crowley Fish Foundation, Inc., or any other persons or entities associated with it, and their agents, officers, activity leaders, instructors, volunteers, members, participants, employees, and all other persons acting in any capacity on their behalf (collectively "CFF"), I hereby agree to fully release and discharge CFF on behalf of myself/my child, and my/their heirs, successors, executors, personal or legal representatives, estate, and assigns as follows:

1. I acknowledge that fishing, hiking, riding in or on any form of watercraft, traveling in or on motor vehicles or by animal conveyance, and similar or related activities, entail risks that could result in serious physical or emotional injury, paralysis, death, or property damage, to myself/my child or to third parties. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of such activities.
2. I acknowledge that these risks may include, but are not limited to: injury from hooks, whether when casting, fishing or tying flies; slippery or uneven terrain and surfaces; wading or standing in or near bodies of water including streams, rivers, ponds, lakes, and the sea; riding in or on any type of watercraft; riding on or being around horses or mules, whose behavior cannot always be predicted; exposure to natural forces which are often unpredictable, including, but not limited to, waves, high flows, flooding, fire, altitude, lightning, wind, and avalanche; sudden temperature changes, exposure to heat or cold and the risk of hyperthermia, sunburn, or frostbite; sudden or severe weather changes; drowning, being submerged, or entrapped; encounters with animals, wild and domestic, that could result in serious illness, injury, or even death; my own physical fitness, conditions, and limitations, and the physical exertion associated with all such activities. This list is merely illustrative and is not intended to be exhaustive.
3. I acknowledge that CFF, and its activity leaders, instructors, educators, and other volunteers, voluntarily give their time without compensation to further CFF's educational and conservation goals. I understand and acknowledge that many are not professionals, they are not infallible and that no promises, representations, or warranties have been made regarding their skill, knowledge, experience, or understanding of all risks entailed in my own/my child's participation in any activity. They might be ignorant of my/my child's fitness, abilities, physical limitations, or mental/emotional condition. They might misjudge or be unable to predict the weather, elements, terrain, or other conditions. They might not be able to anticipate or control my own/the minor's conduct or actions, or those of other outing participants. They may not fully appreciate or foresee a particular risk or may give inadequate warnings or instructions. The equipment being used might malfunction. They may or may not be trained in first aid or providing

life-saving assistance in the event of an emergency or have the necessary emergency supplies or equipment.

4. I understand, acknowledge, and agree that I am responsible for my own/my child's safety. I am responsible for knowing and understanding my own/my child's pre-existing medical, mental, and emotional conditions, fitness, abilities, allergies, and physical limitations, and taking appropriate steps to minimize or avoid any risks those may entail. I also understand that CFF is not responsible for inspecting the condition of any equipment, supplies, or materials I provide for myself/my child, or that other participants may provide, for any conditions or defects that may create or increase the risk of harm to myself/my child or others.

5. I further understand and agree that any equipment, supplies, or materials provided by CFF is provided "as is" and that CFF disclaims all warranties, express or implied, including warranties of merchantability and fitness for a particular purpose. I understand and agree that any such equipment, supplies, or materials may not have been inspected for hidden defects or dangerous conditions, and that CFF may not have recognized any defect or condition as creating a risk of harm.

6. I realize that there are risks inherent in fishing and fishing-related activities, including travel to and from such activities, that injuries are a common and ordinary occurrence in all adventure and recreational activities, that communications in remote places are inherently problematic, and that medical rescue is usually a long time in coming.

7. I knowingly and expressly agree and promise, on behalf of myself/my child, to fully accept and assume all of the risks existing in this activity or any other CFF-sponsored activity, event, outing, or instruction/educational program in which I/my child elect to participate. My/my child's participation in this activity is purely voluntary, and I elect to participate/allow the participation of my child, in spite of the risks. I understand that my agreement to accept and assume all risks is a condition of CFF's agreement to allow me/my child to participate in this or any other CFF-sponsored activity.

8. I hereby, and to the fullest extent allowed by law, knowingly, expressly and voluntarily release, forever discharge, and agree to indemnify and hold harmless CFF, its activity leaders, instructors, and other volunteers, from any and all claims, demands, or causes of action which are in any way connected with my/my child's participation in its activities or my/my child's use of CFF's equipment or facilities, including any such claims which allege negligent acts or omissions on the part of CFF, its activity leaders, instructors, or other volunteers.

9. To the extent I/my child participates in any activity or outing where CFF has contracted with a third party to provide goods and services, including but not limited to professional fly fishing guides/instructors, outfitters, and vendors of food, lodging, and transportation, I understand that those individuals and entities are independent contractors. I agree, to the fullest extent allowed by law, to release, discharge, indemnify, and hold harmless CFF, its activity leaders, instructors, and volunteers, from any and all claims, demands, or causes of action arising from any act or omission of those independent contractors, whether intentional or negligent. I acknowledge that

my/my child's sole recourse in the event of injury, illness, death, or property damage, will be against such independent contractors.

10. Should CFF, or anyone acting on its behalf, be required to incur attorney's fees or legal costs to defend against any such claims, demands, or causes of action, I agree to indemnify and hold them harmless for all such fees and costs.

11. I certify that I have adequate insurance to cover any injury or damage I/my child may cause or suffer while participating, or else I agree to bear the costs of such injury or damage to myself/my child or which I/my child may cause to others. I further certify that I have/my child has no medical or physical conditions that would interfere with my/my child's ability to participate safely in all such activities, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.

12. In the event that I/my child files a lawsuit against CFF, I/my child shall do so solely in the State of California, and agree that California substantive and procedural law shall apply, regardless of where the harm was suffered or the claim, demand, or cause of action arose and without regard to conflict of law considerations.

13. In consideration of any minor or minors accompanying me, even though not specifically named herein, being permitted by CFF, its activity leaders or volunteers, to participate in its activities, and to use its equipment and facilities, I further agree to indemnify and hold harmless CFF from any and all claims which are brought by or on behalf of such minor(s), and which are in any way connected with such use or participation by such minor(s).

14. **MEDICAL TREATMENT RELEASE:** As the parent or authorized legal guardian, I hereby authorize and consent to CFF, its activity leaders, instructors, or volunteers, to obtain and consent to any emergency medical or dental care deemed necessary for my child by licensed healthcare providers. This care may be given under whatever conditions are necessary to preserve the life, limb or wellbeing of my child. On behalf of myself and my child, I release and forever discharge CFF, its activity leaders, instructors, and volunteers, from any claim whatsoever arising, or that may arise, on account of any first aid, treatment, or medical service, including the lack of such or timing of such, rendered in connection with my child's participation in any CFF activity.

15. **PHOTO RELEASE:** I give CFF permission to use photographs and video of me/my child for the purpose of promoting CFF and its activities, programs, projects, and membership in any print, broadcast, or digital media, including on social media. I understand that CFF may or may not use my/my child's name in conjunction with said photographs or video. I understand that I/my child will not be entitled to any royalty, fee, or other compensation by reason of such uses. I hereby release the image creator, CFF, and its Board of Directors, from all claims and liability whatsoever arising in any way from the use of the images for the purposes described herein, including any misuse or misappropriation of those images made without authorization by CFF. I understand that if I object, on behalf of myself/my child, to the use of my/my child's name or image for the purposes described herein, I must promptly notify CFF in writing. I further understand that while CFF in its discretion will use best efforts to honor any such request or objection, CFF will not be responsible for any inadvertent publication.

16. By signing this document or selecting the "I Accept" key on this web page, I acknowledge that if anyone suffers injury, illness, or property damage during my participation in any such activity, I may be found by a court of law to have waived my right to maintain a lawsuit against CFF on the basis of any claim from which I have released them herein.

17. I have had sufficient opportunity to read this entire document, fully understand it, and agree to be bound by its terms as stated or amended.

18. I understand that the terms of this release may not be modified in any way except by written agreement signed by myself and a person authorized to sign on behalf of CFF. I understand and agree that no oral or written representations can or will alter the contents of this document.

Signature: _____ Date: _____

Print Name (Adult over 18): _____

For Parents/Guardians completing this form for a minor:

Relationship to minor: ____ Parent ____ Guardian with legal custody

Print Name of Child: _____

Emergency Contact Information:

Name: _____

Relationship to Child: _____

Address: _____

Phone Number: _____

(Optional) Email: _____

Minor's Health Information (allergies, medications, chronic conditions, primary physician contact information):
