



Free State Fly Fishers, Inc. Release of Liability, Waiver of Claims,
Express Assumption of Risk, and Indemnity Agreement

Read carefully before signing

IN CONSIDERATION of being permitted to participate in the fly fishing and other activities (“Activities”) sponsored by the Free State Fly Fishers, Inc. (“FSFF”), I, for myself, my personal representatives, assigns, heirs, and next of kin, do hereby acknowledge and agree to the terms and conditions in this agreement (this “Agreement”). I understand that the inherent hazards and risks associated with participating in

FSFF Activities, the movement of equipment related to the Activities, as well as travel to and from the Activity sites is potentially dangerous and physically demanding and hazardous. I am mentally and physically sufficiently fit to participate in such Activities. If at any time I believe the conditions to be unsafe, I will immediately discontinue further participation, and assume all risks inherent in my decision to do so. I understand that the Activities are dangerous and involve the risk of serious injury and/or death and/or property damage; any injuries may be compounded by negligent emergency response of FSFF; I am voluntarily participating in the Activities with knowledge of these dangers involved; and I agree to accept and assume any and all risks of injury, death, or property damage, whether caused by the negligence of FSFF or otherwise.

I acknowledge and agree that:

1. I expressly waive and release any and all claims, now hereafter known, against FSFF and its officers, directors, employees, agents, affiliates, successors, and assigns (collectively, “Releasees”), on account of injury, death, or property damage arising out of or attributable to my participation in the Activity, whether arising out of the negligence of the Releasees or otherwise. I covenant not to make or bring any such claim against the Releasees, and forever release and discharge the Releasees from liability under such claims.
2. I will wear and properly use all of the appropriate protective and safety. However, I am aware and understand that protective gear cannot guarantee the participant’s safety and gear.
3. I acknowledge that FSFF volunteers who lead FSFF Activities, outings, trips, or workshops are not professional leaders, guides or instructors, nor are they certified by an organization requiring certain skills or knowledge of safety practices. I am at all times fully and solely responsible for my own safety and well-being during trips, classes, courses and events involving fly fishing and related Activities conducted under the auspices, sponsorship or leadership of FSFF, its officers, agents and members, as well as in transit to and from such activities, and that I must consider and evaluate my ability to handle the conditions present at all times.
4. In the event that I am injured during an event, trip, workshop and/or other Activity of FSFF, I give permission for other participants to administer first aid and to seek medical assistance as deemed necessary. I intend that the releases, waivers, indemnity agreements, and assumptions of risk contained in this agreement shall fully apply to any claim whatsoever on account of first aid treatment or service

rendered to me during my participation in FSFF Activities, even if caused by the negligence of releasees or others.

I hereby release, covenant not to sue, save and hold harmless, and agree to promptly indemnify FSFF, its officers, directors, coordinators, outing leaders and other volunteers ("the releasees"), from liability and responsibility whatsoever for any and all liability, claims, demands, losses, injuries, damage to property, causes of action or other damages, including but not limited to the costs of litigation and attorneys' fees, that I, my estate, heirs, survivors, executors, or assigns may have for any and all personal injury, disability, property damage, wrongful death, and/or other losses, damage, and/or claims arising out of or resulting from or in connection with the Activities, whether caused by active or passive negligence of the releasees or otherwise.

This Agreement is the sole and entire agreement of FSFF and me regarding the Activity and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral regarding the Activity. If any part of this Agreement is invalid, illegal, or unenforceable, that shall not affect any other part of this Agreement. This Agreement is binding on and shall inure to the benefit of the Releasees and me and is made pursuant to and shall be governed by the laws of Maryland, without giving effect to any principles of conflict of laws. Any claim or cause of action arising under this Agreement shall be brought in the District Court of Maryland for Anne Arundel County or the Circuit Court for Anne Arundel County, Maryland and I hereby consent to the jurisdiction and venue therein.

I have carefully read this agreement, have been given the opportunity to review it by counsel of my choosing, and fully understand its contents. I am aware that this is a release and waiver of liability to all releasees and that by signing this agreement I am giving up important legal rights.

Printed Name

Signature

Date

Signed on Behalf of _____ (Print Name of Minor), as that Child's Parent or Legal Guardian