

Waiver of Liability, Assumption of Risk and Indemnity Agreement

Event: _____ Date: _____

Trip Leader: _____ Location: _____

The Northern Virginia Chapter of Trout Unlimited (NVATU) is a volunteer non-profit organization dedicated to the preservation, restoration and protection of North America's coldwater fisheries and their watersheds. During the course of the year, NVATU conducts various events, programs and trips as a service to its members and their guests.

WAIVER OF LIABILITY: In consideration for participating in any way in the event, program or trip listed above, hereinafter "The Activity", I, for myself, my heirs, personal representative or assigns do hereby release, waive, discharge, and covenant not to sue NVATU, its officers, directors, and volunteers from any and all claims including the negligence of the NVATU, its officers, directors, and volunteers, resulting in personal injury, accident, or illness (including death) and property loss arising from, but not limited to, participation in the activity.

ASSUMPTION OF RISK: Participation in the Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injury. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains; 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks and concussions; and 3) catastrophic injuries including paralysis and death.

I HAVE READ THE ABOVE PARAGRAPHS AND I KNOW, UNDERSTAND, AND APPRECIATE THESE AND OTHER RISKS THAT ARE INHERENT IN THE ACTIVITY. I HEREBY ASSERT THAT MY PARTICIPATION IS VOLUNTARY AND THAT I KNOWINGLY ASSUME ALL SUCH RISKS.

INDEMNIFICATION AND HOLD HARMLESS: I also agree to INDEMNIFY AND HOLD NVATU HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney's fees brought as a result of my involvement in the Activity and to reimburse NVATU for any such expenses incurred.

SEVERABILITY: The undersigned further expressly agrees that the foregoing waiver and assumption of risk agreement is intended to be as broad and inclusive as is permitted by the law of the Commonwealth of Virginia and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

ACKNOWLEDGEMENT OF UNDERSTANDING: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and **understand that I am giving up substantial rights, including my right to sue.** I acknowledge that I am signing the agreement freely and voluntarily, **and intend by my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law. By my signature **I affirm that I am at least 18 years of age.**

PHOTO RELEASE: I hereby grant NVATU permission to use my likeness in a photograph in any and all of its publications, including website entries, without payment or any other consideration. **Please Circle Yes/No**

Signature of Participant

Date