

Personal Injury Consent Forms

Chapters and councils that conduct work events should obtain written liability waivers from participants. Waivers from minors are mandatory.

TU's insurance policy covers a chapter or council's liability for personal injury or property damage resulting from a stream restoration or clean-up project. It does not, however, cover situations where workers' compensation would apply in a workplace injury. In other words, chapters and councils are covered in the event of successful negligence suits against them, but a volunteer cannot obtain compensation for, for example, a back injury where the chapter or council has not been negligent. Chapters can obtain supplemental workers' compensation. Contact the national office for details.

When working on a cooperative project with the federal government, be sure to have all members signed up as volunteer workers for that specific project work. Should personal injury then occur, the member would be covered under federal workers' compensation.

TU's insurance policy does not cover personal injury from boating accidents. If a chapter or council sponsors a float trip or other event involving boats, liability for injuries, accidental drownings or property damage is the responsibility of the sponsoring chapter or council.

TU National has extensive written risk management and liability guidelines for chapters and councils. They are enclosed in the TU Leadership Manual, and can also be obtained by contacting the national office at (703) 522-0200, or trout@tu.org.

Appendix 7 (b)

CONSENT

I, _____, am at least eighteen years of age and have prepared myself to participate in the _____ project of the _____ Chapter/Council of Trout Unlimited by familiarizing myself with the physical demands involved in participating in the project. I am in good physical condition and am capable of meeting those physical demands.

I understand that projects like this one can involve the risk of death or serious physical injury and agree to assume that risk. I also agree to release and indemnify Trout Unlimited, its officers, trustees, directors, employees, and agents, from and against any and all claims, demands, and judgments arising from injuries or damages in connection with my participation in the project.

(Signature)

Date: _____

PARENTAL CONSENT

I _____, am the parent/legal guardian of _____ . I hereby consent to his/her participation in the _____ of the _____ Chapter/Council of Trout Unlimited. In determining whether to allow _____ to participate, I recognize that Trout Unlimited cannot be responsible for him/her in the event of injury while participating. I also realize that participation can involve the risk of serious physical injury or death and agree, on his/her behalf, to assume those risks.

I agree to release and indemnify Trout Unlimited, its officers, trustees, directors, employees, and agents, from and against any and all claims, demands, and judgments arising from injuries or damages in connection with his/her participation.

(Signature of parent or
legal guardian)

Date: _____

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