



Sample Liability Waiver and Hold Harmless Agreement (Adult)

1. In order to be allowed to participate in the _____ (the “Event”), I represent and agree, as follows:
2. I have familiarized myself with the physical demands required to participate in the Event and its activities. I am in sufficiently good physical condition to meet the demands necessary to participate in the Event and its activities. I understand that the Event will be held on and over water and will involve the use of boats and wading in rivers over rocks and other obstructions. I will comply with all applicable local, state, federal and/or other laws and regulations applicable to the Event, including those regarding personal flotation devices or other required safety gear throughout the duration of the event. I will use common sense to protect my own safety.
3. I have familiarized myself with the Event, the manner in which it will be conducted, and the locations in which it will be held. I understand that the activities and locations involved in the Event can be inherently dangerous, and I am aware that my participation may result in injuries, including death, or other damages, including to myself or others simply because of the nature of the activities contemplated in the Event and not because of the fault of any person. I have considered such risks and dangers, and voluntarily elect to participate in the Event and its activities. I acknowledge that I am not required to participate in the Event.
4. I hereby forever AGREE TO NOT SUE, TO RELEASE and TO DISCHARGE Trout Unlimited, Inc., _____ and _____, and those entities’ employees, officers, directors, trustees, volunteers, agents, and assigns (hereafter, the “Provider”), from any and all liability, claims, demands, causes of actions whatsoever, whether known or unknown, which stem from the ordinary risks presented by the activities of the Event. I agree that being allowed to participate in the Event is fair and ample consideration for this Agreement.
5. It is my express intent that this Agreement shall bind the members of my family and spouse or partner, if I am alive, and my estate, heirs, assigns, personal representative and all others who might seek to claim through me if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND AGREEMENT NOT TO SUE concerning any damages or losses I sustain which stem from the ordinary risks presented by the activities of the Event
6. I agree that this Agreement shall be construed in accordance with the laws of the State of _____, and that any mediation, suit, or other proceeding must be filed or entered into only in the federal or state courts of _____. I agree that any portion of this document deemed unlawful or unenforceable is severable and shall be stricken without any effect upon the enforceability of the Agreement’s remaining provisions.

BY SIGNING THIS DOCUMENT YOU MAY BE WAIVING YOUR LEGAL RIGHT TO HOLD THE PROVIDER LEGALLY RESPONSIBLE FOR ANY INJURIES OR DAMAGES RESULTING FROM RISKS INHERENT IN THE SPORT OR RECREATIONAL OPPORTUNITY.

DATED: _____ By: _____

Printed: _____

Witness: _____