**Waiver of Liability for Personal Injury and COVID-19 Risks with parental consent included**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, am at least eighteen years of age and have prepared myself to participate in the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ project of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Chapter/Council of Trout 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.

**COVID-19 WARNING**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and even possibly in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown, and there is no known treatment, cure, or vaccine for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life threatening illness and even death.

[Chapter Name], or its officer and directors, cannot prevent you from becoming exposed to, contracting, or spreading COVID-19 while participating in [Chapter Name] events or activities.

It is not possible to prevent against the presence of the disease. Therefore, if you choose to participate in [Chapter Name] events or activities you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.

If you are feeling unwell or have had contact with someone diagnosed with COVID-19, we ask that you please stay at home until the risk for infection has passed.

**ASSUMPTION OF RISK**

I have read and understood the above warning concerning COVID-19. I hereby choose to accept the risk of contracting COVID-19 for myself in order to participate in [Chapter Name] events or activities. These activities are of such value to me that I freely accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to participate in person.

I acknowledge I am acting freely and entirely upon my own initiative, risk and responsibility, and that [Chapter Name] has made no warranty or representation, expressed or implied, regarding the safety of the events or activities.

**WAIVER OF LAWSUIT/LIABILITY**

I hereby forever release and waive my right to bring suit against [Chapter Name], Trout Unlimited, Inc., and their owners, officers, directors, managers, officials, trustees, agents, employees, or other representatives in connection with exposure, infection, and/or spread of COVID-19 related to participating in [Chapter Name] events or activities. I understand that this waiver means I give up my right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen. This release shall be binding upon me and my heirs, next of kin, executors, administrators and assigns.

I acknowledge and agree that I have had the opportunity to have an attorney of my choosing review this waiver.

[CALIFORNIA RESIDENTS: I expressly waive all rights under Section 1542 of the Civil Code of California, which reads as follows: “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”]

**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 read the foregoing COVID -19 warning and I recognize that Trout Unlimited cannot keep him/her from becoming exposed to, contracting, or spreading COVID-19 while participating. Further, 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.

[CALIFORNIA RESIDENTS: I expressly waive on my on behalf and of that of my minor child identified above all rights under Section 1542 of the Civil Code of California, which reads as follows: “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”]

I understand and agree that the law of the State of [State Name] will apply to this contract.

**I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS RELEASE, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE**:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Signature of parent or legal guardian)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Date)