



**Assumption of Risk, Waiver of Liability, Release and Indemnification Agreement  
("Agreement")**

**(EACH PARTICIPANT MUST COMPLETE, DATE AND SIGN THIS AGREEMENT AND RETURN THE AGREEMENT TO TODAY'S EVENT LEADER)**

**Full Legal Name:** \_\_\_\_\_  
**Street Address:** \_\_\_\_\_ **City, State, Zip Code:** \_\_\_\_\_  
**Phone #:** \_\_\_\_\_ **E-Mail Address:** \_\_\_\_\_  
**Under 18 Years of Age?**  Yes  No (If Yes, a parent or legal guardian must also sign)

**In case of emergency, please contact:**

**Name:** \_\_\_\_\_ **Relationship:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

AS CONSIDERATION for being permitted to participate in a fishing trip, conservation or clean-up event, or any other event ("Event") sponsored by the Cutthroat Chapter of Trout Unlimited ("CCTU"):

1. I ACKNOWLEDGE AND AGREE THAT ANY CCTU EVENT MAY ENTAIL CERTAIN HAZARDS AND RISKS, INCLUDING WITHOUT LIMITATION, MOTOR VEHICLE ACCIDENTS, LOSS OF FOOTING ON LAND OR IN WATER, ACCIDENTS WHILE FISHING, BOATING OR USING WORK PROJECT TOOLS, EQUIPMENT MALFUNCTIONS, ANIMAL OR INSECT BITES, LIGHTNING STRIKES, AND DROWNING. I RECOGNIZE AND ACCEPT THAT THERE IS AN INHERENT RISK OF PERSONAL INJURY OR EVEN DEATH DURING ANY CCTU EVENT. I HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY AND DEATH AND VERIFY THIS STATEMENT BY SIGNING THIS AGREEMENT.

2. I understand and agree that no child under the age of eight (8) is invited or permitted to participate in any CCTU Event.

3. I acknowledge and agree that neither CCTU, nor its officers, directors, members or volunteers, nor CCTU's affiliated state and national organizations, nor their respective officers, directors, employees or volunteers, make any warranty or representation, express or implied, regarding (i) the condition or safety of any Event, (ii) the condition or safety of any vehicles, boats or other equipment used during any Event, or (iii) road or traffic conditions that may be encountered during transportation or travel to and from any Event, and that neither CCTU, nor its officers, directors, members or volunteers, nor its affiliated state and national organizations, nor their respective officers, directors, employees or volunteers, will have any liability for any dangerous or defective condition pertaining to or encountered during any Event.

4. I agree that I will exercise caution and due regard for the personal safety of all Event participants, and will abide by any safety suggestions or Event instructions provided (while acknowledging that CCTU has no obligation to provide any such suggestions or instructions). I acknowledge that the supervision of my minor children, if any, during the Event is my sole responsibility.

5. I AGREE, FOR MYSELF AND ON BEHALF OF MY HEIRS, ASSIGNS, GUARDIANS AND LEGAL REPRESENTATIVES, TO RELEASE AND FOREVER DISCHARGE CCTU, CCTU'S AFFILIATED STATE AND NATIONAL ORGANIZATIONS, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS AND VOLUNTEERS (COLLECTIVELY, THE "RELEASED PARTIES") FROM ANY CLAIM, LIABILITY OR CAUSE OF ACTION CONNECTED WITH OR ARISING OUT OF THE PARTICIPATION OR ATTENDANCE AT ANY CCTU EVENT. I FURTHER AGREE TO RELEASE AND FOREVER DISCHARGE EACH OF THE RELEASED PARTIES FROM ANY CLAIM OR LIABILITY WHATSOEVER ON ACCOUNT OF FIRST AID, TREATMENT, SERVICES OR ASSISTANCE RENDERED ME OR ANY OF MY MINOR CHILDREN DURING ANY CCTU EVENT.

6. I AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS EACH OF THE RELEASED PARTIES FROM AND AGAINST ANY LIABILITY, LOSS, DAMAGE, CLAIM OR COST (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES AND COURT COSTS) WHICH ANY RELEASED PARTY MAY SUFFER OR INCUR BY REASON OF ANY CLAIM, ACTION, SUIT OR PROCEEDING RELATING TO OR ARISING FROM MY PARTICIPATION IN OR ATTENDANCE AT ANY CCTU EVENT.

7. I agree that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Colorado, and that this Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado. I also agree that if any provision of this Agreement is ruled invalid by any court of competent jurisdiction, the invalidity of such provision shall not otherwise affect or negate the remaining provisions of this Agreement which shall continue to be enforceable.

#### **AUTHORIZATION AND RELEASE FOR USE OF PHOTOGRAPHS OR IMAGES**

I hereby grant to CCTU, its legal representatives, successors and assigns, irrevocable permission to take, use, re-use, publish and re-publish photographs, pictures or digital images (collectively, the "Images") of me and my minor children or others for whom I am legally responsible, including without limitation, any Images in which I or they may be included, in whole or in part, or altered using software, through any medium and in any and all media now or hereafter known for illustration, promotion, advertising, art, editorial, or any other purpose whatsoever. All Images may be published in any manner, including in non-commercial advertising, newsletters and periodicals, and on CCTU's website. I agree to indemnify and hold harmless CCTU and the Released Parties from any liability arising from or in connection with such Images.

I HAVE READ, UNDERSTAND AND VOLUNTARILY SIGN THIS AGREEMENT, and further agree that no other oral representations, statements or inducements have been made. I affirm that I am am competent to sign this Agreement on my own behalf.\*

\_\_\_\_\_  
(Signature)

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

\*For participants under age 18 (signature by parent or legal guardian required):

\_\_\_\_\_  
(Parent/Legal Guardian Name & Signature)

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