

Release, Indemnification, and Hold Harmless Agreement

In consideration of participating in Fishing For Life activities, and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence Fishing For Life (hereinafter referred to as FFL) and its owners, directors, officers, employees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as "Releasees"), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, and also agree as follows:

1. I acknowledge that participating in FFL activities involves known and unanticipated risks which could result in physical or emotional injury, illness, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to, broken bones, torn ligaments or other injuries as a result of falls or contact with other participants; death as a result of drowning or brain damage caused by near drowning in pools or other bodies of water; medical conditions resulting from physical activity or exposure to infectious diseases such as COVID-19; and damaged clothing or other property. I understand such risks simply cannot be eliminated, despite the use of safety equipment and increased cleaning, sanitation and physical distancing, without jeopardizing the essential qualities of the activity.
2. I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the Releasees. My participation in these activities is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with my participation in these activities, or my use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct or conduct that constitutes greater than ordinary negligence. Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
4. I represent that I have adequate insurance to cover any injury, illness or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury, illness or damage myself. I further represent that I have no medical or physical conditions which could interfere with our safety in these activities, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.

5. In the event that I file a lawsuit, I agree to do so in the state where Releasees' facility is located, and I further agree that the substantive law of that state shall apply.

6. I agree to wear a properly secured life jacket at all times while on the boat or in the water.

7. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.