CHATTAHOOCHEE NANTHALA TROUT UNLIMITED CHAPTER 692 - Blairsville, GA

Waiver of Liability, Assumption of Risk & Indemnity Agreement

Elective/Voluntary Activities Waiver

Waiver: In consideration of being permitted to participate in any way in

hereinafter called "The Activity", I, for myself, my heirs, personal representative or assigns, do herby release, waive, discharge, and covenant not to sue The Trout Unlimited Chapter 692, its officers, employees, and agents from liability from any and all claims include in the negligence of its officers, employees and agents, resulting in personal injury, accidents, or illnesses (including death) and property loss arising from, but not limited to, participating in The Activity.

Assumption of Risks: Participation in Trout Unlimited Chapter 692 carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions 3) catastrophic injuries including paralysis and death.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in The Activity, I herby assert that my participation is voluntary and that I knowingly assume all such risks.

Indemnification and Hold Harmless: I also agree to INDEMNIFY AND HOLD The Regents of Trout Unlimited Chapter 692 HARMLESS from any and all claims, actions suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in The Activity and to reimburse them for any such expenses incurred.

Severability: The undersigned further expressly agrees that the forgoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of NC, GA, TN and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I agree that **photos** taken in conjunction with said activity become the property of TU 692, to promote activities, or for use on their website.

Acknowledgment of Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Signature of Participant

Print Name of Participant

Date