



TROUT UNLIMITED

CONSERVING, PROTECTING AND RESTORING NORTH AMERICA'S COLDWATER FISHERIES AND THEIR WATERSHEDS

MAD RIVER CHAPTER #477

HOLD HARMLESS AND WAIVER OF LIABILITY

I _____ (the "Volunteer") agree as follows:

1. I am volunteering my services to Trout Unlimited ("TU") Mad River Chapter for Clean-up activities or participating in a TU Mad River Chapter event ("the Event");
2. I will perform assigned tasks that are within my physical capability, & I will not undertake tasks that are beyond my ability;
3. I will not participate if under the influence of alcohol or any drug that could impair my physical or mental abilities;
4. I will not undertake to use any equipment or tools in connection with the Event which I do not know how to operate safely;
5. I have received appropriate instruction regarding this Event, including appropriate safety procedures, I fully understand those instructions;
6. I will perform only those tasks assigned, observe all safety rules, and use care in the performance of my assignments;
7. I specifically acknowledge that I am engaging in this activity as a volunteer, and further acknowledge that I am not entitled to any compensation, benefit or insurance coverage from Trout Unlimited or the Mad River Chapter, nor will I make any such claim.

Waiver and Release: I, the Volunteer, release and forever discharge and hold harmless Trout Unlimited and the Mad River Chapter, & other sponsors and donors, and any of their respective employees, officers, agents successors and assigns, (collectively referred to as "Released Parties"), from any and all liability, claims, and demands of whatever kind of nature, to me or my family, heirs, or assigns, either in law or equity which arise or may hereafter arise from the services I provide during the Event, including both claims arising during the activity and after I complete the activity, and including claims based on negligence of other participants or the released parties.

Assumption of Risk: I understand that clean-up activities or other activities associate with this Event involve certain inherent risks, including but not limited to, the risks of possible injury, infection or loss of life as a result of contact with metal objects, burning embers or other hazardous materials, wild animals, poisonous plants, snakes, or from over-exertion or environmental conditions, including but not limited to deep water, sun exposure, or dangerous terrain. If I intend to use a watercraft in connection with the Event, I also understand the risks related to the acquisition and use of such crafts, including but not limited to risks related to weather, water movement, watercraft operation, collisions, water temperature (including hypothermia), swimming proficiency, and rescue efforts. Despite the risks, I still choose to participate in such activity. No known physical or health limitation prevents me from safely participating in this Event. In Consideration for being allowed to participate, I personally assume all risks, whether

foreseen or unforeseen, in connection with the Event of any harm, injury or damage that may befall me as a participant and release all Parties from all liability.

Medical Treatment: If I am injured during the Event, I authorize first aid treatment and any physician licensed in the State of Ohio to perform such emergency treatment as he or she believes, in his or her sole judgment, may be necessary and release all Released Parties from any claim whatsoever which arises or may hereafter arise. I am over the age of eighteen and legally competent to sign this liability release, or I have acquired the written consent of my parent or guardian. I understand that the terms herein are contractual and not a mere recital, this instrument is legally binding, and I have signed this document of my own free act.

Photographic Release: I grant and convey all right, title and interests in any and all photographs, images, video, or audio recordings of me or my likeness or voice, including published materials and web sites to promote the programs of Trout Unlimited and the Mad River Chapter.

By submitting this Hold Harmless and Waiver of Liability form, as volunteer/participant or parent/guardian of volunteer/participant, I express my understanding, and intent to enter into this Hold Harmless and Waiver of Liability willingly and voluntarily.

Acknowledged: _____ (As the Parent or Guardian of Minor)

Printed Name: _____

Name of Minor _____

Date: _____