



PFF RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

I, _____, am a person eighteen years of age or older. I am a member guest of the Peninsula Fly Fishers.

I have been informed that there are significant risks of personal injury to me and those in my company and property damage associated with the sport of flyfishing, including but not limited to being impaled by fish hooks, scratches and wounds from trees and brush, slip and fall injuries associated with hiking and with wading in and around rivers and other bodies of water, injuries from vehicular accidents, insect and snake bites, falling or loose rock, and drowning or other serious injury from submersion. I am fully aware of the nature and scope of the risks associated with the sport of flyfishing, and have asked all questions that I deem important to my decision to execute this release and engage the guide services.

I am also the parent and/or guardian of the following minors, who are in my company, and as to whom I have agreed to and do assume full responsibility for their conduct and safety:

Name: _____ Age: _____
Name: _____ Age: _____

In consideration of the Peninsula Fly Fishers inviting me to join member of the club on a fishing trip, and with full and complete knowledge of the nature and scope of the associated risks, on behalf of myself, my heirs, executors, administrators and assigns, I hereby voluntarily release, discharge, waive and relinquish any and all actions, claims or causes of action for personal injury, death, property damage or other liability of any sort or nature against the Peninsula Fly Fishers, or any of its members or officers, which may have occurred or may occur during the time that I am fishing with the club. I understand and agree that the Peninsula Fly Fishers would not have agreed to invite me to join them but for my agreement to execute this agreement with all of its terms and conditions.

I also agree that under no circumstances will I or my heirs, executors, administrators and/or assigns prosecute any claim or action against Peninsula Fly Fishers, or any of its members or officers, relating to any personal injury, death, or property damage I suffer or incur during the time that I am fishing with the club.

As parent/guardian of the minors listed above, in executing this agreement I am acting on behalf of each of said minors, and intend that all of the terms and conditions of this agreement shall be binding on them, and any guardian ad litem who is selected or appointed to represent them.

I further understand the provisions of California Civil Code Section 1542, and voluntarily waive its provisions, so that this agreement applies to all claims, whether known, unknown, or liquidated or contingent, or actual or potential. Section 1542 reads as follows:

“A general release does not extend to claims which the creditor does nor know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially have affected his settlement with the debtor.”

I HAVE READ AND VOLUNTARILY SIGN THIS AGREEMENT, AND ACKNOWLEDGE THE SIGNIFICANCE OF IT. I UNDERSTAND THAT I HAVE THE RIGHT TO HAVE THIS AGREEMENT REVIEWED BY AN ATTORNEY BEFORE I SIGN IT IF I WISH. I AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS HAVE BEEN MADE TO ME WHICH ARE NOT SET FORTH IN THIS AGREEMENT.

Date: _____

Name: _____

Signature: _____