



Sample Liability Waiver and Hold Harmless Agreement (Child)

1. I, _____, declare and certify that I am the parent and/or legal guardian of _____ ("Child"), and that Child is currently a minor under 18 years of age in my custody and care, and that I am legally authorized to enter this agreement on Child's behalf.

2. In order for Child to be allowed to participate in the _____ (the "Event"), I represent and agree, as follows:

3. Both Child and I have familiarized ourselves with the physical demands required to participate in the Event and its activities. I declare and certify that, based upon my own personal knowledge, Child is in sufficiently good physical condition to meet the demands necessary to participate in the Event and its activities. Both Child and I understand that the Event will be held on and over water and will involve the use of boats and wading in rivers over rocks and other obstructions. I certify that I have instructed Child, and that Child will comply with all applicable local, state, federal and/or other laws and regulations applicable to the Event, including those regarding personal flotation devices or other required safety gear throughout the duration of the event. I have instructed, and declare that Child will use common sense to protect his or her own safety.

4. Both Child and I have familiarized ourselves with the Event, the manner in which it will be conducted, and the locations in which it will be held. We both understand that the activities and locations involved in the Event can be inherently dangerous, and we are both aware that Child's participation may result in injuries, including death, or other damages, including to Child or others simply because of the nature of the activities contemplated in the Event and not because of the fault of any person. Both Child and I have considered such risks and dangers, and voluntarily elect to allow Child to participate in the Event and its activities. I acknowledge that Child is not required to participate in the Event.

5. I, on my behalf and on behalf of Child, hereby forever AGREE TO NOT SUE, TO RELEASE and TO DISCHARGE Trout Unlimited, Inc., _____ and _____, and those entities' employees, officers, directors, trustees, volunteers, agents, and assigns (hereafter, the "Provider"), from any and all liability, claims, demands, causes of actions whatsoever, whether known or unknown, which stem from the ordinary risks presented by the activities of the Event. Both Child and I agree that being allowed to participate in the Event is fair and ample consideration for this Agreement.

6. It is my express intent that this Agreement shall bind the members of Child's family and my family and spouse or partner, if Child or I am alive, and our estate(s), heirs, assigns, personal representative(s) and all others who might seek to claim through us if either or both of us are deceased; and it is my further express intent that this Agreement shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND AGREEMENT NOT TO SUE concerning any damages or losses Child or I sustain which stem from the ordinary risks presented by the activities of the Event

7. I, on behalf of myself and Child, agree that this Agreement shall be construed in accordance with the laws of the State of _____, and that any mediation, suit, or other proceeding must be filed or entered into only in the federal or state courts of _____. We agree that any portion of this document deemed unlawful or unenforceable is severable and shall be stricken without any effect upon the enforceability of the Agreement's remaining provisions.

BY SIGNING THIS DOCUMENT YOU MAY BE WAIVING YOUR LEGAL RIGHTS AND/OR THOSE OF THE MINOR CHILD, TO HOLD THE PROVIDER LEGALLY RESPONSIBLE FOR ANY INJURIES OR DAMAGES RESULTING FROM RISKS INHERENT IN THE SPORT OR RECREATIONAL OPPORTUNITY.

DATED: _____ By: _____

Printed: _____

Witness: _____