



**STATEMENT OF RISK AND WAIVER, RELEASE, AND INDEMNIFICATION AGREEMENT  
ARIZONA FLYCASTERS CLUB**

Rev. 8/12

Arizona Flycasters Inc, also known as Arizona Flycasters Club, is organized to promote and teach fly fishing in its many forms and to assist in development, maintenance, and conservation of Arizona fisheries. By signing below, on behalf of myself and my spouse, children, dependents, heirs, and legal representatives:

I fully accept and understand that there are foreseeable and unforeseeable inherent dangers and risks involved in participating in fly fishing, and participating in all fly fishing-related and water-related activities, including but not limited to fishing, wading, boating, canoeing, kayaking, and float tubing, and participating in club events, including but not limited to outings, meetings, classes, and projects, and that those dangers and risks cannot be eliminated. I fully understand and acknowledge that my, my spouse's, and my children's and dependents' participation in the Arizona Flycasters Club, including but not limited to, travel to or from, or using equipment in connection with, or participating in any way, in fly fishing, fly fishing-related and water-related activities, and any club events, including but not limited to outings, meetings, classes, and projects: (a) may result in injury or illness, including but not limited to bodily injury or personal injury (whether physical, emotional, and/or psychiatric or any combination thereof, including but not limited to minor injuries such as scratches, bruises, and sprains, major injuries such as eye injury or loss of sight, bone or joint or back injuries, heart attacks, strokes, concussions, hypothermia, heat stroke, or even catastrophic injuries such as paralysis); (b) may even result in death, including but not limited to drowning; or (c) may result in loss, damage, or destruction of my personal property. I certify that I am fully capable of participating and that my participation is purely voluntary, that no one is forcing me to participate, and that I elect to participate in spite of and with full knowledge of the dangers and risks.

I further fully understand and acknowledge that these risks and dangers may be caused by the negligence of the Arizona Flycasters Club, its officers, directors, agents, representatives, members, guests, or other persons who participate, and that these risks and dangers may arise from foreseeable or unforeseeable causes. I hereby assume all risks and dangers and all responsibility for any injury or illness, including but not limited to bodily injury or personal injury (whether physical, emotional, and/or psychiatric or any combination thereof), or death, or any loss, damage, or destruction of my personal property. I further hereby waive, release, discharge, covenant not to sue, and hold and save harmless the Arizona Flycasters Club, its officers, directors, agents, representatives, successors, and assigns (the "Releasees") from and against any and all claims, demands, liability, actions, and/or causes of actions I have or might have or that might be made on my behalf or by or on behalf of my spouse, children, dependents, heirs, and legal representatives, for bodily injury or personal injury (whether physical, emotional and/or psychiatric of any combination thereof), or death, or any loss, damage, or destruction of my personal property, or any other damage occasioned by, arising out of, or incidental to my participation in, including but not limited to, travel to or from, or using equipment in connection with, or participating in any way, in fly fishing, fly fishing-related and water-related activities, and any club events, including but not limited to outings, meetings, classes, and projects, whether or not resulting from or caused by negligence by, of, and/or on the part of Releasees. I, individually, and on behalf of my spouse, children, dependents, heirs, and legal representatives, further agree to defend, indemnify, and save and hold harmless Releasees from any and all claims, demands, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorneys' fees, that Releasees or any of them incur or sustain as a result of any claims, demands, actions, or causes of action that arise out of, occur during, or are in any way connected with, my participation in the Arizona Flycasters Club. I further agree that this agreement may be pleaded as a bar to any claim, action, suit, or proceeding taken at any time against any Releasee by me, or on my behalf, or by or on behalf of my spouse, children, dependents, heirs, and legal representatives.

I hereby agree that this document is to be construed under the laws of the State of Arizona and that if any portion is held invalid, the balance shall continue in full legal force and effect. I hereby acknowledge and understand that by signing this document I am giving up substantial legal rights I and my spouse, children, heirs, or legal representatives might otherwise have. I hereby acknowledge that I have carefully read this document, and understand and will abide by its terms, and have signed this document knowingly and voluntarily without any inducement, assurance, or guarantee being made to me.

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (printed) - Spouse  
If participating in Club

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date