

LONG BEACH CASTING CLUB
WAIVER AND RELEASE AGREEMENT

Please read carefully before signing.
This is a release of liability and waiver of certain legal rights.

In consideration for my being permitted to participate in the activities of the LONG BEACH CASTING CLUB, I agree to the following Waiver and Release:

I acknowledge that fishing has inherent risks, hazards, and dangers for anyone, that cannot be eliminated, particularly in a wilderness environment, I UNDERSTAND THAT THESE RISKS, HAZARDS, AND DANGERS INCLUDE WITHOUT LIMITATION:

1. Water hazards in boating and wading in the rivers including drowning.
2. Hiking in rugged country.
3. Injuries from fishing equipment and other participants.
4. Encounters with wildlife, animals, and insects.
5. Hazards from temperature extremes.
6. Inclement weather conditions and unavailability of immediate medical attention in the wilderness in case of injury.
7. Exposure to Airborne viruses and viruses acquired through person-to-person exposure, including, but not limited to COVID-19 and its variants, rhinovirus, influenza, and its multiple variants.
8. Exposure to waterborne bacterial infections, pathogens and diseases caused by bacteria including but not limited to streptococcus, pseudomonas, and foodborne/water borne illnesses, such as shigella, campylobacter and salmonella.
9. Exposure to environmental, soil related bacterial and fungal infections including but not limited to tetanus, anthrax, botulism, and related pathogens.
10. Hazards while travelling to and from activities.

I understand the risks, hazards, and dangers of fishing and have had the opportunity to discuss them with the LONG BEACH CASTING CLUB. I understand that these activities may require good physical conditioning and a degree of skill and knowledge. I have that good physical conditioning and the degree of skill and knowledge necessary for me to engage in these activities safely. I understand that I have responsibilities. My participation in this activity is purely voluntary. No one is forcing me to participate, and I elect to participate despite the risks to me. I AM VOLUNTARILY USING THE SERVICES OF THE LONG BEACH CASTING CLUB WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS, AND DEATH.

I, for myself, my heirs, successors, executors, and subrogees, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS THE LONG BEACH CASTING CLUB, their directors, officers, agents, employees, and volunteers from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorneys' fees) which are related to, arise out of, or are in any way connected with my participation in this activity including, but not limited to, NEGLIGENCE of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me or my property as a result of my engaging in these activities or the use of these services, animals or equipment, whether such damage, loss, injury, paralysis, or death results from negligence of the LONG BEACH CASTING CLUB or from some other cause. I, for myself, my heirs, my successors, executors, and subrogees, further agree not to sue the LONG BEACH CASTING CLUB because of any injury, paralysis, or death suffered in connection with my use and participation in the activities of the LONG BEACH CASTING CLUB.

I grant to Releasees full and complete permission to photograph, or otherwise record, and use, reuse, publish, and republish audio, photographs, video, and other visual images of me made during my activities with the Long Beach Casting Club. I understand that the representations may be used by Releasees in print or electronic form and that Releasees may offer the representations for use in other publication, such as newspapers covering Releasees' activities. I hereby discharge release forever any claims related to use of the representations, including any claims for libel, violation of any right of publicity or privacy, and misappropriation, and agree not to sue Releasees for such use.

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE AGREEMENT

If under eighteen years of age, parent, guardian, or custodian must also sign the following indemnification:

In consideration for the above minor being permitted by the LONG BEACH CASTING CLUB to participate in the activities of the LONG BEACH CASTING CLUB which include, without limitation, the use of its services, animals, and equipment, I agree to the following waiver, release, and indemnification:

The undersigned parent, guardian, or custodian of the above minor, for himself/herself and on behalf of said minor, hereby joins in the foregoing Waiver and Release and hereby stipulates and agrees to save and hold harmless, indemnify, and forever defend the LONG BEACH CASTING CLUB, their directors, officers, agents, employees, and volunteers from and against any claims, actions, demands, expenses, liabilities (including reasonable attorneys' fees), and NEGLIGENCE made or brought by said minor or by anyone on behalf of said minor, as a result of said minor's participation in the activities of the LONG BEACH CASTING CLUB and his or her use of the property, animals, if any, and facilities of the LONG BEACH CASTING CLUB. I, for myself and on behalf of said minor, further agree not to sue the LONG BEACH CASTING CLUB because of any injury, paralysis or death that said minor suffers in connection with his/her participation in the activities of the LONG BEACH CASTING CLUB.

Date

Print name of ☐ Member or of ☐ Minor

Telephone Number in case of emergency

Signature of ☐ Member, ☐ Guardian, or ☐ Custodian of Minor

Members Badge #