

INDEMNITY AND HOLD HARMLESS AGREEMENT

This agreement is made by and between the Texas Flyfishers club ("TFF") of Houston, Texas, and the undersigned. It is hereby understood that

1. TFF is a non-profit club whose objectives are to promote the benefits of fly fishing and conservation.
2. From time to time TFF sponsors outings, fishing trips, and other events that have a certain degree of risk of injury or death.
3. The undersigned wishes to participate in the TFF-sponsored event described below.
4. TFF will not allow the undersigned or any minors accompanying him or her to participate in the event described below without signing this agreement.

THEREFORE, the undersigned, in consideration of being allowed to participate in the event described below, on his or her own behalf and on behalf of any minors accompanying him or her, hereby voluntarily releases, waives, discharges, and relinquishes any and all claims or causes of action for personal injury, death, property damage, or other injury of any kind that may arise out of the event described below, whether or not caused by any act, action, or failure to act by TFF, its officers, executive committee, event-coordinators, agents, or assigns.

The undersigned separately agrees, for himself or herself, his or her heirs, personal representatives or assigns, and for any minor child whom he or she accompanies to the event described below, that in the event any claim is made for personal injury, death, property damage, or other injury of any kind against TFF, its officers, executive committee, event-coordinators, agents, or assigns arising out of the event described below, the undersigned will indemnify and hold harmless TFF, its officers, executive committee, event-coordinators, agents, or assigns from any and all such claims.

The undersigned agrees that if any portion of this agreement is held to be void or unenforceable, the remaining portions shall remain in full force and effect.

IT IS THE INTENTION OF THE UNDERSIGNED BY SIGNING THIS AGREEMENT TO EXEMPT AND RELIEVE TEXAS FLYFISHERS FROM ANY LIABILITY FOR PERSONAL INJURY, DEATH, PROPERTY DAMAGE, OR INJURY OF ANY OTHER KIND CAUSED BY NEGLIGENCE OF TEXAS FLYFISHERS, ITS OFFICERS, EXECUTIVE COMMITTEE, EVENT-COORDINATORS, AGENTS, ASSIGNS, OR ANY PARTICIPANT IN THE EVENT DESCRIBED ON THE NEXT PAGE OR BY HAZARDS ATTENDANT TO THE ACTIVITY.

The undersigned acknowledges that he or she has read the foregoing and fully and completely understands the legal consequences of signing this agreement, as well as the dangers incident to participating in the activity described below.

Activity Description, Location, and Date:

September Freshwater Outing
Float and Fish the Colorado
13 September 2008
Colorado River near Little Webberville Park, near Webberville, Texas

Signed:

Name (printed legibly):

This agreement covers and includes the following minor children accompanying me, for whom I take responsibility:
