

DVFF MEMBER FORM

Please indicate any changes below.

DIABLO VALLEY FLY FISHING CLUB

www.diablovalleyflyfish.org

P.O. Box 4988

Walnut Creek, CA 94596

Fee: \$45

Full Name: _____ Name on Badge: _____

Address: _____ City: _____ State: _____ Zip: _____

Home Phone: _____ Work/Cell Phone: _____

Email*: _____

*The club uses e-mail to notify members of coming events and activities.

Windknots: As an active member of the DVFF, you will automatically receive an e-mail notification that the monthly on-line version of *Windknots* is available for viewing.

Occasionally the DVFF Board is asked to furnish a list of our membership for the purpose of mailing fly fishing information or information regarding opportunities to our members. If you wish to be excluded from such mailings, please check this box: **Exclude Me from These Mailings**

I am willing to help with (check all that apply):

- | | | |
|---|---|---|
| <input type="checkbox"/> Monthly Meeting Speaker/Programs | <input type="checkbox"/> Annual Auction | <input type="checkbox"/> Outings Leader/Outing Assistance |
| <input type="checkbox"/> Fly Fishing Fundamentals Class | <input type="checkbox"/> Fly Tying Instruction | <input type="checkbox"/> Rod Building Instruction |
| <input type="checkbox"/> Conservation & Projects | <input type="checkbox"/> Trout in The Classroom | <input type="checkbox"/> Project Healing Waters Fly Fishing |
| <input type="checkbox"/> Email Newsletter Editing/Layout | <input type="checkbox"/> Youth Program | <input type="checkbox"/> Golden Trout Program |
| <input type="checkbox"/> Merchandise Sales | <input type="checkbox"/> Women's Group | <input type="checkbox"/> Social Functions |
| <input type="checkbox"/> Web Site Assistant/Forum Admin | <input type="checkbox"/> Raffle | <input type="checkbox"/> Wherever Help Is Needed |

Diablo Valley Fly Fishing Club

Release, Waiver of Liability, Assumption of Risk, Hold Harmless Agreement and Indemnity Read Carefully- This Document Affects Your Legal Rights For The Year 2020

- In consideration of participating in Activities, including, but not limited to, any and all events, gatherings, fly fishing, seminars, outings, meetings, classes, equipment, and the like, and other valuable consideration, hereby acknowledged, I do hereby **RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE** the *Diablo Valley Fly Fishing Club*, hereinafter the *DVFF*, its Board of Directors, officers, chairpersons, agents, volunteers, and members (collectively with the *DVFF*, hereinafter referred to as **RELEASEES**) from any and all liability, claims, demands, causes of action whatsoever arising out of or related to any loss, damage or injury, including death, that may be sustained by me or to any property belonging to me, whether caused by the negligence of the Releasees, or otherwise, while participating in any such activities or while in, or upon the premises or location where such activities are being conducted or in transit to and from said premises or location. This agreement shall be effective for all activities during the calendar year that this agreement applies.
 - I attest to the best of my knowledge, I can fully participate in the activities of the *DVFF*. I am fully aware of the risks and hazards connected with the activities of the *DVFF*, including, but not limited to, the risks of drowning, hook injury and injury from fishing equipment and other participants, hiking in mountainous terrain and along water courses, such as rivers, streams and lakes, adverse weather conditions to include lightning and temperature extremes, exposure to animals, wildlife and insects, and the unavailability of immediate medical attention in case of injury, and I hereby elect to voluntarily participate in said activities and to enter the premises and locations where the activities are being conducted, knowing that the activities may be hazardous to me and my property. I AM VOLUNTARILY USING THE SERVICES AND ACTIVITIES OF THE *DVFF* WITH THE FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS AND DANGERS INVOLVED AND VOLUNTARILY ASSUME FULL AND COMPLETE RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE, OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in any such activities, unless caused by the gross negligence or willful misconduct of Releasees.
- I further hereby **AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES** from any loss, liability, damage or costs, including court costs and attorney's fees that may arise from my participation in said activities, except where caused by the gross negligence or willful misconduct of the Releasees.

3. I WAIVE the protection afforded by any statute or law in any jurisdiction, including California Civil Code Section 1542 whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release. Section 1542 reads as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

- 4. This Release and Hold Harmless Agreement shall bind my spouse (if any) and members of my family if I am alive, and my heirs, assigns and personal representatives, if I am not alive and shall be deemed as a Release, Waiver, Discharge and Covenant Not To Sue the above named Releasees. I hereby further agree that this Agreement shall be construed in accordance with the laws of the State of California.
- 5. I further acknowledge, understand and agree that the DVFF or any of the named Releasees will not be responsible for any medical costs associated with any injury I may sustain. I understand that I should possess adequate health and accident insurance to cover any personal injury to myself which may be sustained during any activity or transportation to and from said activity.
- 6. I further agree that I am or will become familiar with the nature and requirements of said activities before participating. I further assume the complete risk of any activities and I will provide any and all safety equipment, whether or not required by law. I understand there may be events, gatherings, outings, seminars and the like, in which I may choose to participate, that involve my use of a watercraft, either belonging to me or others. In such circumstances involving my use of a watercraft, I agree to wear a Coast Guard approved protective safety flotation device at all times while boarding, disembarking or on board the watercraft and if I do not wear a flotation device I do so at my own risk. Watercraft shall include, but not be limited to, motorized boats, drift boats, canoes, kayaks, prams, pontoon boats, float tubes and the like.
- 7. I am the parent, guardian or legal custodian of the following minors, who are in my company, and as to whom I have agreed to assume full responsibility for their conduct and safety:

Please complete the following section if you are the parent, guardian or legal custodian of anyone under the age of 18 years that will accompany you and/or participate in the DVFF fly fishing, outings and activities, including, but not limited to those set forth in paragraph 1, above.

Name(s)	Age
_____	_____
_____	_____
_____	_____

The undersigned parent, guardian or legal custodian of the minor(s) listed above, for himself/herself and on behalf of said minor(s), hereby joins in the foregoing Release, Waiver of Liability, Assumption of Risk, Hold Harmless Agreement and Indemnity and agrees on behalf of such minor to be bound by it.

I HAVE READ, FULLY UNDERSTAND 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. I AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS HAVE BEEN MADE TO ME, WHICH ARE NOT SET FORTH IN THIS AGREEMENT.

Date: _____

Name (Print)

Signature

Name (Print)

Signature

Address

Submission of the following information is voluntary and solely for internal use.

Please indicate your age within the appropriate grouping.

18-25
 26-35
 36-45
 46-55
 56-65
 66-75
 76+