

Adult Hold Harmless Agreement Procedure with Form

Approved
11-25-13

1. Purpose. The purpose of this document is to provide direction for filling out the attached Adult Hold Harmless Agreement Form (the Form) used by Project Healing Waters Fly Fishing, Inc. (PHWFF, we, us, our).

2. Cancellation. This is the original document

3. Significant Changes. Not applicable.

4. Rationale. It is our policy that every Participant be informed of the inherent hazards associated with our Programs, acknowledge, in writing, that they have been informed of and understand the inherent hazards, and agree to hold harmless the organizations listed in this document.

5. Procedure.

a. The PHWFF Representative will fill in the local PHWFF Program's name in the first space of the Form, the name or names of the national organizations of which club affiliated (e.g., Trout Unlimited, International Federation of Fly Fishers, local club, etc.), if any, in the second space of the Form and the Participants name in the third space of the Form.

b. Each new Participant must initial, sign and date the Form prior to taking part in any of our Programs.

c. All Participants must initial, sign and date the Form at the beginning of each new calendar year.

d. Signed Forms will be kept on file with the appropriate PHWFF Representative for a minimum of seven years.

e. The Form will be reissued when this document is updated; however Forms may be added and/or modified as needed independently of this document and issued with a new Version Date, provided the Forms modifications do not alter the requirements of this document.

6. For further assistance please contact your Regional Coordinator.



Date: 11-25-13

Ellen Killough, CEO,
Project Healing Waters Fly Fishing, Inc.

In consideration of the privilege granted me to participate in the Project Healing Waters Fly Fishing, Inc. programs (the "Programs"), I, the undersigned, in acknowledgment that I am doing so entirely upon my own initiative, risk and responsibility, do hereby, for myself, my heirs, executors, and administrators, agree to remise, fully release, hold harmless, and forever discharge Project Healing Waters Fly Fishing, Inc.,

and _____ and each of their officers, directors, employees and volunteers, acting officially or otherwise, jointly and severally (collectively with the Organizations, the "Releasees") from any and all claims, demands, actions or causes of actions, on account of my death or on account of any injury to me or my property **which may occur from any cause whatsoever, including, without limitation, the negligence of any Releasee, or the consumption of alcohol by me or others,** while participating, or as a result of my participation, in the Programs. I fully understand the risks and dangers involved in fly fishing, particularly when wading or boating, and related fly fishing activities.

Participant
Initials

In the event of injury to me while participating in the Programs, I hereby authorize any of the Releasees to seek on my behalf any necessary medical attention.

If any term or other provision of this Release Agreement is determined by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms, provisions and conditions of this Release Agreement shall nevertheless remain in full force and effect.

I understand that the Programs are being conducted in collaboration with the U.S. Department of Veterans Affairs (the "VA") and the U.S. Department of Veterans Affairs Voluntary Service (the "VAVS"); or with the Department of Defense (the "DOD"). I agree to abide by, and act in accordance with, all applicable VA and VAVS or DOD rules, regulations or orders and all instructions or directions from the VA, VAVS or DOD and its affiliated agencies or their staff relating to my involvement in the Programs.

I have read this Release Agreement and fully understand the consequences of this Release Agreement, including that it releases the Releasees from any and all liability on account of any injury to me or to my property. I further attest that I am over 18 years of age and possess the capacity to enter into this Release Agreement.

Name of Participant
(please print)

Signature of Participant

Date