

Eventus Outdoors LLC
California Trout, Inc

Waiver and Release from Liability, Assumption of Risk and Indemnity Agreement

WAIVER and RELEASE: I, _____, intending to be legally bound, hereby, for myself, my executors, administrators, next of kin, and assigns waive and release any and all rights and claims for damages I may have against Eventus Outdoors LLC ("Eventus"), California Trout, Inc. ("CalTrout"), and all property owners, promoting agencies, sponsors, organizers, law enforcement agencies, public entities, special districts and their respective officials, employees, agents and personnel (together, the "Releasees") from responsibility for any injuries or damages I may suffer as a result of my participation in an Eventus-produced event or an event Eventus is involved in, including all official or associated activities ("Event").

ASSUMPTION OF RISK: I am fully aware of the risks and hazards associated with participating in the Event, including the risk of property damage, Covid-19 exposure, physical injury or death, and I am voluntarily participating in the Event. I assume full responsibility for any risk of loss, property damage, personal injury or exposure to infectious disease that may be sustained as a result of my participation in the Event, except as provided below.

REPRESENTATIONS AND WARRANTIES: I represent and warrant that I am in good physical health and able to safely participate in this Event and physically prepared to take on the challenge of any chosen activities. I acknowledge that I should receive a healthcare professional's clearance to participate in the Event and am aware and agree that if I have a pre-existing physical condition I have been advised not to participate in the Event or cleared to participate. I warrant that I will follow all rules and instructions provided during the Event and that I will wear proper safety equipment at all times. I recognize the organizers' substantial investment in putting on the Event and understand that the entry fee is non-refundable, non-transferable and non-deferrable. As a participant, I represent and warrant that all information provided in this form is true and complete. I have read the entry information provided for the Event and certify my compliance by completing registration into the Event and will, upon request, show proof of vaccination or a recent negative infectious disease test.

MEDIA RELEASE: PHOTOGRAPHY AND VIDEOTAPING IN PROGRESS. By entering the Event, I understand that I may be photographed, filmed or videotaped and hereby give the Releasees the unqualified right to take pictures and/or recordings of me and grant the worldwide perpetual right to use my likeness, image, photo, video (collectively, "Image"), without compensation, for broadcast or exhibition in any medium and to put the finished pictures/recordings to any use the Releasees deem appropriate without limitation or reservation. I hereby waive, release and forever discharge the Releasees from and against any and all claims or actions arising out of or resulting from any use of my Image. The Releasees shall not be obligated to use, and may elect not to use, my Image.

INDEMNIFICATION AND HOLD HARMLESS: I HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, AND PROMISE NOT TO SUE AND TO INDEMNIFY FROM ANY AND ALL RIGHTS AND CLAIMS, INCLUDING CLAIMS ARISING FROM, AMONG OTHERS, THE RELEASEES' OWN NEGLIGENCE, WEATHER CONDITIONS, FIXED OR MOVING OBJECTS, EQUIPMENT FAILURE, AND SIMILAR INHERENT RISKS, HAZARDS AND DANGERS ASSOCIATED WITH THE ACTIVITIES INCLUDED IN THE EVENT AND THE NATURE OF ITS PHYSICAL DEMANDS, TO THE MAXIMUM EXTENT PERMITTED BY LAW, that I have or which may hereafter accrue to me and from any and all damages that may be sustained by me directly or indirectly in connection with, or arising out of, my participation in or in association with the Event, or travel to or return from the Event. I agree it is my sole responsibility to be familiar with the Event and agenda, the Releasees' rules, and any special regulations for the Event and agree to comply with all such rules and regulations. I understand and agree that situations may arise during the Event that may be beyond the control of the Releasees and I must continually participate and otherwise behave so as to neither endanger myself nor others. I accept responsibility for the condition and adequacy of my equipment, any equipment provided for my use, and my conduct in connection with this Event, including taking all precautions to limit my exposure to infectious disease.

In consideration for my participation in the Event, I hereby act on my own and on behalf of my executors, administrators, heirs, successors, and assigns in asserting that the above representations are contractually binding, and are not mere recitals, and that should I or my successors assert a claim contrary to what I have agreed to in this contract, the claiming party shall be liable for the expenses (including legal fees) incurred by the Releasees in defending the claims. This contract may not be modified orally, and a waiver or modification of any provision shall not be construed as a waiver or modification of any other provision herein or as a consent to any subsequent waiver or modification. I consent to the release by any third party to Releasees and their insurance carriers of my name and medical information that may relate solely to any injury or death I may suffer arising from the Event. Every term and provision of this contract is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable.

Print Name

Signature

Date

IF PARTICIPANT IS UNDER AGE 18: I represent and warrant that I am the parent or legal guardian of the participant minor and I agree to the foregoing and hereby certify that my minor dependent has my permission to participate in the Event, is in good physical condition and that I have received, read, and understood the foregoing Release and Waiver. I fully consent to and voluntarily execute this Waiver and Release on my minor's behalf. I acknowledge and agree that all representations, consents, agreements, grants, waivers, authorizations, indemnifications and releases herein shall be regarded as made by me on behalf of my minor and shall be binding on me and my minor. Furthermore, in consideration of Releasees possibly including me and/or minor in the Event, I hereby agree to be bound by and to perform all the terms and conditions of the foregoing Release and Waiver (including, without limitation, the provisions regarding release of all claims), as such terms and conditions may relate to the participation of my minor in the Event, if any.

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Print Name

Signature

Date

Relationship to Minor