



Liability Waiver and Hold Harmless Agreement (Child)

1. I, _____, declare and certify that I am the parent and/or legal guardian of _____ (“Child”), and that Child is currently a minor under 18 years of age in my custody and care, and that I am legally authorized to enter this agreement on Child’s behalf.

2. In order for Child to be allowed to participate in the TU Trout Camp (“Camp”), I represent and agree, as follows:

3. Both Child and I have familiarized ourselves with the emotional and physical demands required to participate in the Camp (including but not limited to those described on the attached Physical Activities Sheet). I declare and certify that, based upon my own personal knowledge, Child is in sufficiently good physical, mental and emotional condition to meet the demands necessary to participate in the Camp and its activities, including being away from family at an overnight camp with other teens and adults. Both Child and I understand that the Camp will be held on and over water and will involve wading in streams, ponds and rivers over rocks and other obstructions. I certify that I have instructed Child, and that Child will comply with all applicable local, state, federal and/or other laws and regulations applicable to the Camp, including those regarding personal safety gear throughout the duration of the Camp. I have instructed and declare that Child will use common sense to protect his or her own safety, and is sufficiently mature, courteous and respectful to contribute to an enjoyable experience for Child and others. If the leadership of the Camp determines that the Child or other participants are at risk from any of the Child’s medical or behavioral problems, then the above parent or guardian may be asked to take the Child home before the Camp concludes.

4. Both Child and I have familiarized ourselves with the Camp, the manner in which it will be conducted, and the locations in which it will be held. We both understand that the activities and locations involved in the Camp can be inherently dangerous, and we are both aware that Child’s participation may result in injuries, including death, or other damages, including to Child or others simply because of the nature of the activities contemplated in the Camp and not because of the fault of any person. Both Child and I have considered such risks and dangers, and voluntarily elect to allow Child to participate in the Camp and its activities. I acknowledge that Child is not required to participate in the Camp.

5. I, on my behalf and on behalf of Child, hereby forever AGREE TO NOT SUE, TO RELEASE and TO DISCHARGE Trout Unlimited, Inc., Stonefly Society, and White’s Ranch, aka Sportsman’s Paradise, and those entities’ employees, officers, directors, trustees, volunteers, agents, and assigns (hereafter, the “Provider”), from any and all liability, claims, demands, causes of actions whatsoever, whether known or unknown, which stem from the ordinary risks presented by the activities of the Camp. Both Child and I agree that being allowed to participate in the Camp is fair and ample consideration for this Agreement. I further consent to the use and distribution by Trout Unlimited, Inc., Stonefly Society White’s Ranch and any by supporting or sponsoring vendors of any fly-fishing activity photographs of Child taken in connection with the Camp, and to the publication of any such photographs in any public media or format, without compensation to me or to Child.

6. It is my express intent that this Agreement shall bind the members of Child’s family and my family and spouse or partner, if Child or I am alive, and our estate(s), heirs, assigns, personal representative(s) and all others who might seek to claim through us if either or both of us are deceased; and it is my further express intent that this Agreement shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND AGREEMENT NOT TO SUE concerning any damages or losses Child or I sustain which stem from the ordinary risks presented by the activities of the Camp.

7. I, on behalf of myself and Child, agree that this Agreement shall be construed in accordance with the laws of the State of Utah, and that any mediation, suit, or other proceeding must be filed or entered into only in the federal or state courts of Utah located in Salt Lake County. We agree that any portion of this document deemed unlawful or unenforceable is severable and shall be stricken without any effect upon the enforceability of the Agreement’s remaining provisions.

BY SIGNING THIS DOCUMENT YOU MAY BE WAIVING YOUR LEGAL RIGHTS AND/OR THOSE OF THE MINOR CHILD, TO HOLD THE PROVIDER LEGALLY RESPONSIBLE FOR ANY INJURIES OR DAMAGES RESULTING FROM RISKS INHERENT IN THE SPORT OR RECREATIONAL OPPORTUNITY.

DATED: _____ Signature: _____

Witness Name: _____

Witness Signature: _____



Fly Fishing Activities Sheet, TU Trout Camp

Participation in any outdoor physical activity carries inherent risk of injury. Factors such as age, flexibility, weight and general lack of fitness may increase those risks. Only the participant and the participant's doctor can determine whether he or she is ultimately fit enough to participate in any activity.

When fly fishing in streams and rivers, injury may include, but is not limited to minor muscle strains and sprains, minor bruises, cuts, scrapes, other abrasions, and general soreness, muscle tears, ligament damage, joint injuries and swelling such as twisted ankles, broken bones suffered during falls, dehydration, hernia, eye injuries, puncture wounds from fishing hooks, hypothermia, and the potential for death by drowning.

Participating in a group activity, away from one's home, requires a sufficient level of maturity, understanding and character to allow for an enjoyable experience for both the participant and others. Participants will be sharing sleeping arrangements in dormitories or tents with other youth of the same gender, but perhaps of slightly different ages. All participants will share dining and fishing activities in common and must be able to follow directions, act in a polite and courteous manner and respect others. Except than during break times, cell / smart phone use is discouraged, other than for taking pictures.

The preceding list is by no means meant to be exhaustive of the potentials injuries that may occur due to your participation in the TU Trout Camp. Rather they are provided to illustrate the inherent risks associated with any physical activity, specifically those contained in outdoor activities such as fly fishing. We encourage all participants to evaluate their overall fitness and ability before engaging in any outdoor activities and seek instruction or supervision whenever necessary.