



US Youth Fly Fishing Team, Inc.

STATEMENT OF RESPONSIBILITY AND AUTHORIZATION, WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT

North Carolina Clinic, Nantahala Outdoor Center, April 15-17, 2016

I, [REDACTED], as a participant in the Clinic sponsored by the US Youth Fly Fishing Team, Inc., during the period April 15-17, 2016 at the Nantahala Outdoor Center, Bryson City, NC, 28713, understand that my participation in this Clinic is wholly voluntary. In consideration of the US Youth Fly Fishing Team, Inc., board of directors and coaches agreement to permit me to participate in this Clinic, the receipt and sufficiency of which is hereby acknowledged. I agree as follows and signify my concurrence with my initials.

- 1) I understand that the Clinic involves *domestic and/or international travel* and that such travel involves risks that may be different from those found in the United States. These include, but are not limited to, risks involved in traveling to, from and within one or more foreign countries; foreign political, legal, social and economic conditions; different standards of design, safety and maintenance of facilities, buildings, public places and conveyances; and local medical and weather conditions. I am willing to accept these risks. [REDACTED]
- 2) I hereby understand and acknowledge that the US Youth Fly Fishing Team, Inc., board of directors and coaches assume no responsibility or liability, in whole or in part, for any medical expenses I might incur during the Clinic. By my signature below, I certify that I am responsible for the cost of any medical treatment while participating in the Clinic and, I absolve the US Youth Fly Fishing Team, Inc., board of directors and coaches of all responsibility and liability for any injuries, illnesses, claims, damages, charges, bills and/or expenses I may incur. [REDACTED]
- 3) I have consulted with a medical doctor with regard to my personal medical needs. There are no health-related reasons or problems that preclude or restrict my participation in the Clinic. I am aware of all applicable personal medical needs. I have arranged to meet any and all needs for payment of medical costs while I participate in the Clinic. I recognize that the US Youth Fly Fishing Team, Inc., board of directors and coaches are not obligated to attend to any of my medical or medication needs, and I assume all risk and responsibility thereto. If I require medical treatment or hospital care in a foreign country, or in the United States, during my participation in the Clinic, the US Youth Fly Fishing Team, Inc., board of directors and coaches are not responsible for the cost or quality of such treatment or care. The US Youth Fly Fishing Team, Inc., board of directors and coaches may (but are not required to) take any actions it considers to be warranted under the circumstances regarding my health and safety. I agree to pay all expenses related thereto and hereby release the US Youth Fly Fishing Team, Inc., Board of directors and coaches from any liability for or arising from any such actions. [REDACTED]



4) I agree that if I require an accommodation due to disability and/or religious observances in order to participate in the Clinic, I will follow (or have already followed) the proper procedures for assessment and approval of such accommodation by the necessary US Youth Fly Fishing Team, Inc., board of directors and coaches officials as reasonable. Such approval of accommodations must be granted prior to participation in the Clinic. [REDACTED]

5) I realize that accident and illness insurance that is applicable outside the United States is required for my participation in the Clinic and that I am responsible for obtaining and paying for appropriate insurance coverage for the duration of the Clinic. I also understand that the US Youth Fly Fishing Team, Inc., board of directors and coaches require me to have **appropriate insurance** coverage for the entire time I am abroad, even during any independent travel before or after the Clinic period. [REDACTED]

6) I understand that the US Youth Fly Fishing Team, Inc., board of directors and coaches reserve the right to make changes to the Clinic itinerary at any time and for any reason, with or without notice, and that the US Youth Fly Fishing Team, Inc., board of directors and coaches shall not be liable for any loss whatsoever to participants by reason of any such cancellation or change. The US Youth Fly Fishing Team, Inc., board of directors and coaches are not responsible for penalties assessed by air carriers that may result due to operational and/or itinerary changes, regardless of whether the participant or the US Youth Fly Fishing Team, Inc., board of directors and coaches made the flight arrangements. Any additional expense resulting from the above will be paid by the participant. The US Youth Fly Fishing Team, Inc., board of directors and coaches reserve the right to substitute hotels or accommodations or housing of a similar category at any time. Specific room and housing assignments are within the sole discretion of the US Youth Fly Fishing Team, Inc., and its directors and coaches. [REDACTED]

7) I understand and acknowledge that the US Youth Fly Fishing Team, Inc., board of directors and coaches assumes no responsibility or liability, in whole or in part, for any delays, delayed or changed departure or arrival times, fare changes, dishonors of hotel, airline or vehicle rental reservations, missed carrier connections, sickness, disease, injuries (including death), losses, damages, weather, strikes, acts of God, circumstances beyond the control of the US Youth Fly Fishing Team, Inc., board of directors and coaches, *force majeure*, war, quarantine, civil unrest, public health risks, criminal activity, terrorism, expense, accident, injuries or damage to property, bankruptcies of airlines or other service providers, inconveniences, cessation of operations, mechanical defects, failure or negligence of any nature howsoever caused in connection with any accommodation, restaurant, transportation, or other service or for any substitution of hotels or of common carrier beyond the US Youth Fly Fishing Team, Inc., board of directors and coaches' control, with or without notice, or for any additional expenses occasioned by any of the foregoing. If, due to weather, flight schedules or other uncontrollable factors I am required to spend additional nights, the US Youth Fly Fishing Team, Inc., board of directors and coaches will not be responsible for my hotel, transfers, meal costs or other expenses. My baggage and personal property is at my risk entirely. [REDACTED]



8) The US Youth Fly Fishing Team, Inc., board of directors and coaches reserve the right to decline to accept or retain me in the Clinic at any time should my actions or general behavior impede the operation of the Clinic or the rights or welfare of any person. Similarly, if my conduct violates any rule, internal operating policy or administrative procedure of the US Youth Fly Fishing Team, Inc., and its directors, I understand that I may be required to leave the Clinic at the sole discretion of the US Youth Fly Fishing Team, Inc., and its directors' agents and representatives. In such an event, *no refund* will be made for any unused portion of the Clinic. The right is reserved by the US Youth Fly Fishing Team, Inc., board of directors and coaches, in its sole discretion, to cancel the Clinic or any aspect thereof prior to departure; and, in the US Youth Fly Fishing Team, Inc., board of directors and coaches' sole discretion, to cancel the Clinic or any aspect thereof after departure, requiring that all participants return to the United States, if the US Youth Fly Fishing Team, Inc., board of directors and coaches determines or believes that any person is or will be in danger if the Clinic or any aspect thereof is continued. [REDACTED]

9) Knowing the risks of domestic and/or international travel, and in consideration of being permitted to participate in the Clinic, I, individually, and on behalf of my heirs, successors, assign and personal representatives, agree hereby to assume all the risks and responsibilities surrounding my participation in the Clinic. I agree, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby release, acquit and forever discharge the US Youth Fly Fishing Team, Inc., board of directors and coaches and its regents, employees, agents, officers, trustees and representatives (in their official and individual capacities) from and against any and all present or future liability whatsoever for any and all present or future damages, losses or injuries (including death) I sustain to my person or property, or both, including but not limited to any claims, demands, actions, causes of action, judgments, damages, expenses and costs, including attorneys' fees, which arise out of, result from, occur during or are connected in any manner with my participation in the Clinic and/or any travel incidental thereto. [REDACTED]

10) I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby agree to indemnify, defend and hold harmless the US Youth Fly Fishing Team, Inc., board of directors and coaches and its regents, employees, agents, officers, trustees and representatives (in their official and individual capacities), and the heirs, successors and assigns of each, from any and all present and future liability, losses, damages, judgments or expenses, including attorneys' fees, that they or any of them incur or sustain as a result of any claims, demands, actions or causes of action that arise out of, occur during, or are in any way connected with my participation in the Clinic and/or any travel incidental thereto. [REDACTED]



11) I/We understand that photographers and/or radio and television crews may sometimes be present photographing, filming or recording, practices, events, unscheduled activities and Clinics. I/we pledge that participant will at all time conduct himself or herself in an appropriate manner. I/we further do hereby grant an unconditional license to US Youth Fly Fishing Team, Inc and give permission for the resulting photographs, video/film and/or audio recordings which may include myself/ my child to be used for promotional purposes on television, newspapers, programs, magazines, or any other media. [Redacted]

12) I agree that this Statement of Responsibility and Authorization; Waiver, Release and Indemnification Agreement, is to be construed under the law of the Commonwealth of Pennsylvania, U.S.A., without regard to its conflict of laws principles; and that if any portion hereof is held invalid, the balance hereof shall, notwithstanding, continue in full legal force and effect. In signing this document, I hereby acknowledge that I have carefully read this entire document, that I understand its terms, that I will abide by each of the terms and conditions, that by signing it I am giving up substantial legal rights I might otherwise have, and that I have signed it knowingly and voluntarily. [Redacted]

[Redacted] (Signature of Participant) [Redacted] Name (Printed) [Redacted] Dated

Witness – Kalvine Kaloz, Team Manager, US Youth Fly Fishing Team, Inc. Dated

If participant is under 18 years of age:

We/I (a) are/am the parent or legal guardian of the above Participant, (b) have read and understand the foregoing Statement of Responsibility and Authorization; Waiver, Release and Indemnification Agreement (including such parts as may subject me to personal financial responsibility), (c) are/am and will be legally responsible for the obligations and acts of the Participant as described in the foregoing Statement of Responsibility and Authorization; Waiver, Release and Indemnification Agreement, and we/I specifically guaranty that we/I will assure the performance of, or will perform ourselves/myself, all of the Participant’s obligations under the foregoing Statement of Responsibility and Authorization; Waiver, Release and Indemnification Agreement, and (d) agree for ourselves/myself and for the Participant to be bound by its terms.

[Redacted] (Signature of Parent or Guardian) [Redacted] Name (Printed) [Redacted] Dated

[Redacted] (Signature of Parent or Guardian) [Redacted] Name (Printed) [Redacted] Dated