

**Colorado Kayak Fishing Club (CKFC) WAIVER AND RELEASE OF LIABILITY AGREEMENT READ BEFORE REGISTERING FOR ANY CKFC COMPETITIVE EVENT**

In consideration of being allowed to participate in any way in the CKFC, LLC's Event and its related competition and activities, I, the undersigned (or registrant), being at least 18 years of age, acknowledge, appreciate, and agree that:

1. I affirm that my participation in any CKFC Event is voluntary and declare that I am physically fit and capable to participate in such; and
2. I acknowledge that personal watercraft fishing participation and competition involves certain inherent dangers, and hazards; that the risk of injury from the activities involved in this event is significant, including the potential for permanent paralysis and death, and while particular skills, physical fitness, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
3. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
4. I willingly agree to comply with the stated and customary Terms and Conditions for Participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and immediately bring such to the attention of CKFC Officers or Tournament Directors; and,
5. In full recognition and appreciation of the dangers and risks inherent in such activities, I, for myself and on behalf of my heirs, executors, administrators and assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS Colorado Kayak Fishing Club and its owners, officers, managers, officials, volunteer event staff, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, event service and technology providers, and, if applicable, owners and lessors of premises used for the activity ("Releasees"), with respect to any and all injury, disability, death, or loss or damage to person or property, whether arising from the negligence of the

releasees or otherwise, to the fullest extent permitted by law, and I hereby waive, release, and forever discharge Releasees from and against any and all claims, demands, actions, or causes of action, for costs, loss, expenses, or damages to personal property, or personal injury, or death, which may result from my participation in the CKFC Event.

6. Amendments. No modification, amendment or waiver of the provisions of this Agreement shall be effective unless in writing specifically referring hereto and signed by both parties, unless modified by order of a court of competent jurisdiction.

7. Governing Law & Venue. This Agreement shall be governed and construed by the laws of the State of Colorado, USA, excluding its choice of law rules. Any and all claims or litigation that arises from the breach or enforcement of this Agreement shall be submitted to a court of competent jurisdiction in the State of Colorado.

8. Entire Agreement. This Agreement constitutes the entire understanding between the Parties concerning its subject matter and supersedes all prior discussions, agreements and representations, whether oral or written and whether or not executed by

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

\_\_\_\_\_  
**Participant's Name (Print)**

\_\_\_\_\_  
**Participant's Signature**

\_\_\_\_\_  
**Date of Signing**

\_\_\_\_\_  
**Participant's Age**

**(Note If Participant is under 18 years of age, do not use this form. Registrant and Adult Supervisor must use Attachment B – Youth Registrants)**