

# **CONSENT & RELEASE**

I,\_\_\_\_\_, am at least eighteen years of age and *(print name)* 

have prepared myself to participate in the \_\_\_\_\_\_ project ("Project") of

the \_\_\_\_\_Chapter of Trout Unlimited ("Chapter") and/or Minnesota Trout Unlimited by familiarizing myself with the physical demands involved in participating in the project. I am in good physical condition and am capable of meeting those physical demands.

I understand that participation in the Project may involve the risk of serious physical injury or death, and I agree to assume that risk. I also agree to release and indemnify the above-named Chapter, Minnesota Trout Unlimited, and Trout Unlimited, Inc., their officers, trustees, directors, members, employees, and agents, from and against any and all claims, demands, and judgments arising from injuries or damages in connection with my participation in the project.

I further agree to release and indemnify the State of Minnesota, its officers, employees, and agents, from and against any and all claims, demands, and judgments arising from injuries or damages in connection with my participation in the project.

## Waiver of Liability Relating to Coronavirus/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and even possibly in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death.

The \_\_\_\_\_Chapter of Trout Unlimited ("Chapter"), or its officer and directors, cannot prevent you from becoming exposed to, contracting, or spreading COVID-19 while participating in Chapter events or activities.

It is not possible to prevent against the presence of the disease. Therefore, if you choose to participate in Chapter events or activities you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.

### ASSUMPTION OF RISK

I have read and understood the above warning concerning COVID-19. I hereby choose to accept the risk of contracting COVID-19 for myself in order to participate in Chapter events or activities. These activities are of such value to me that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to participate in person.

#### WAIVER OF LAWSUIT/LIABILITY

I hereby forever release and waive my right to bring suit against the Chapter, Minnesota Trout Unlimited, Trout Unlimited, Inc., and their owners, officers, directors, managers, officials, trustees, agents, employees, or other representatives in connection with exposure, infection, and/or spread of COVID-19 related to participating in Chapter events or activities. I understand that this waiver means I give up my right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim I may have to seek damages, whether known or unknown, foreseen, or unforeseen.

#### **CHOICE OF LAW**

I understand and agree that the law of the State of Minnesota will apply to this contract.

#### **USE OF MY NAME & IMAGE**

I understand that the Chapter and Minnesota Trout Unlimited may take photos or videos of me. I consent to the use of my name, image, voice, and biography (together, "Materials") by the Chapter, Minnesota Trout Unlimited, and Trout Unlimited, Inc. (collectively referred to as "TU") in TU's digital and print promotional, fundraising, educational, and other communications. TU may use the Materials without obtaining my approval or paying me for such use. TU may make the Materials available on its website, in its publications, or through any other media, including social networking platforms. I grant TU all copyrights in and waive any legal claims relating to the Materials, including those relating to copyright, rights of publicity or privacy, or defamation, or arising from any distortion, blurring, or alteration that may occur in the making, editing, or use of the Materials.

Checking this box means I DO NOT agree to use of my name, voice, and image: \_\_\_\_\_

# I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS RELEASE, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE:

DATED: \_\_\_\_\_ SIGNED:

(Signature of participant)

PRINTED: