

Golden Gate Angling and Casting Club (GGACC) Release Form

(PLEASE READ THE FOLLOWING VERY CAREFULLY – THE FOLLOWING PROVISIONS IMPACT YOUR LEGAL RIGHTS)

Golden Gate Angling & Casting Club, (hereafter the "GGACC") is a year-round casting and fishing club, which sponsors a variety of activities, including casting, wading, boating, camping, angling, travel, and other sports and social events. GGACC is a non-profit organization whose members, officers, directors, delegates, committee chairpersons, committee members and instructors serve only in the capacity of volunteers. Any reference to the "GGACC" in any of the following provisions refers specifically to the GGACC, and its agents, employees, officers, directors, delegates, committee chairs, committee members, instructors, sponsors, advertisers, outing leaders, outing volunteers, representatives, successors or assigns, the City of San Francisco, and all other persons or entities acting in any capacity on GGACC's behalf.

I. GENERAL RELEASE

I acknowledge and agree that I am a member of GGACC. I understand that participating in and volunteering for casting and fishing activities, social events, and excursions with GGACC are potentially hazardous activities, which could cause injury or death. I have specifically chosen to become a member of, and participate in events sponsored by, GGACC knowing these risks.

I agree that by participating in any GGACC-related activity or event, I am responsible for my own safety and agree that I knowingly and voluntarily assume all risks involved in any such activity. I expressly assume all risk of injury (including, without limitation, permanent disability and death) relating to, or arising out of, my participation in any GGACC-related activity or event, howsoever caused or arising and whether by negligence or otherwise, and accept personal responsibility for the damages following such injury, permanent disability or death.

I hereby release and hold harmless GGACC from and against any and all claims, causes of action, or demands relating to or arising out of or in connection with my participation in any GGACC-related activity or event, and further agree to defend, indemnify and hold harmless GGACC for any claims, damages or causes of action relating to or arising out of any breach of this General Release. Without limiting the foregoing, I hereby release, waive and discharge any and all claims for death, personal injury or property damage that I may have or that may hereafter accrue to me as a result of my participation in any GGACC-related activity or event or otherwise, and which may be asserted by me or on my behalf against GGACC. In addition, and to the fullest extent allowed by law, I agree that I will not institute any lawsuit or other legal action against GGACC as a result of my participation or injury at any GGACC-related activity or event, nor will I voluntarily assist anyone else in the pursuit of any such lawsuit or other legal action. This General Release shall bind me, my distributees, heirs, executors, representatives, successors and assigns.

II. PARTICIPANT RELEASE, WAIVER OF LIABILITY ASSUMPTION OF RISK, AND INDEMNITY RELEASE.

The following is a Participant Release, Waiver of Liability, Assumption of Risk, and Indemnity Release (hereafter, the "Participant Release"). The General Release and Participant Release shall be collectively referred to herein as the "Release."

I understand that I am entering this Participant Release in consideration of my participation in any GGACC-sponsored fishing and casting excursions, which may occur in remote outdoor locations. I am entering into this Participant Release for myself, and on behalf of my distributees, heirs, executors, representatives, successors and assigns. This Release is in addition to and does not replace the General Release required as a condition of membership in the GGACC.

I am aware that outdoor recreational activities, including those like fishing and casting excursions, can be hazardous and can cause injury, damage or death and involve unforeseeable risks including, but not limited to: vehicle accidents, snake bites, injuries from actions of those hunting on adjacent property, drowning, sprains or broken limbs while walking and hiking, injuries occurring while wading on river/lake shores, including injuries caused by obstructions in the water, or jagged

or soft river bottoms, wild animal encounters, encounters with cattle and other livestock and domestic animals, encounters with noxious plants, sudden and dangerous changes in weather or water from lightning, hail, rain, high wind and snow or other natural phenomenon, sun exposure, and using float tubes or boats from which to fish or otherwise, or any other use of other outdoor equipment. I accept full responsibility and liability and assume all risks for any and all losses and damages incurred as a result of my participation in such fishing and casting excursions, including, but not specifically limited to, those noted above.

In consideration of my membership with GGACC and my ability to participate in any fishing and casting excursions, I agree to assume all risks of injury, loss of life and damage to persons and property while participating in a fishing and casting excursion, or conducting any other recreational activity during the fishing and casting excursion, and hereby release, discharge and hold harmless GGACC from all liabilities, claims, demands, causes of action, costs, losses, expenses or compensation of whatever nature for loss, damage or injuries to persons and/or property sustained by me, or my heirs, personal representatives, successors and assigns and all other persons resulting from or in any way connected with any fishing and casting excursions, whether GGACC directly or indirectly caused or contributed to said injury, loss of life or damage to persons or property by their negligent acts, gross negligence or recklessness. I agree to defend, indemnify and hold harmless GGACC from all damages, costs and attorney's fees in defending any action arising in any way from my participation in all fishing and casting excursions.

I hereby release, discharge, covenant not to sue and agree to hold harmless all of those parties named in this Participant Release from all liability, claims, demands, or loses or any other damages resulting from or associated with my participation in any fishing and casting excursions. I agree that if, despite this Participant Release and covenant not to sue, I or any other person or entity on my behalf, makes a claim against any of said persons or entities, I will defend, indemnify, and hold harmless each of said persons or entities from any liabilities, damages, litigation expenses, attorney's fees, costs or any other damage or cost incurred as a result of said claim.

I represent that any of my own equipment that I may use during any fishing and casting excursion, including, but not limited to, vehicles, watercraft, fishing gear and other personal effects, are in sound operating condition and I further represent that I have been trained in the safe operation of said equipment and will use said equipment in a safe and prudent manner.

I understand that fishing and casting excursions are not recommended for anyone with pre-existing conditions such as circulatory problems; high blood pressure; heart conditions; pregnancy; weak bones; knees, back or ankle problems. I hereby consent to receive medical treatment that may be deemed advisable in the event of injury, accident, and/or illness during any fishing and casting excursions. I agree to defend, indemnify and hold harmless GGACC from all damages, injuries and costs that may arise from such medical treatment.

I agree that I will, at all times during all fishing and casting excursions strictly comply with all safety and other rules as expressed by the GGACC. I understand and acknowledge that GGACC does not insure participants in fishing and casting excursions and participants who want to be covered must obtain their own insurance. I further understand and acknowledge GGACC asserts lack of responsibility or liability for injury resulting from or during all fishing and casting excursions.

I understand and agree that GGACC reserves the right to remove any participant from all fishing and casting excursions if it determines, in its sole discretion, that said participant is endangering himself/herself and/or other participants, or failing to comply with any of the Rules.

III. GENERAL PROVISIONS APPLICABLE TO RELEASE.

I grant full permission for GGACC to use, without further notification, authorization or compensation to me or anyone on my behalf, my name and likeness, as well as any photographs, audio, videotapes, motion pictures, recordings, or other record of my participation in any GGACC-sponsored activity event (or any excerpt thereof) in any and all media, whether now known or hereafter to become known or developed, worldwide and in perpetuity, and I represent and warrant that no further permission is required for GGACC to use my participation in the GGACC-sponsored activity event as provided, or otherwise exercise the rights granted, herein.

I hereby represent and warrant that I have full authority to execute the Release and grant the rights granted thereunder, and do so with full knowledge of the applicable facts and circumstances. I also represent that I am eighteen (18) years of age or older. I affirm that: I am freely signing the Release, that I have read and fully understand the Release, and that by signing such Release, I am giving up legal rights and/or remedies which may otherwise be available to me regarding any losses sustained as a result of my membership or participation in any GGACC-sponsored activity or event, including fishing and casting excursions.

I agree to abide by the letter and the spirit of all terms and conditions set forth in the GGACC governing documents, including the by-laws and regulations of the GGACC (collectively, the "Rules"), made a part hereof by reference, and to accept responsibility for the proper use of the Anglers' Lodge, GGACC Property, and members' property at all times. I further acknowledge that any violation of the Rules may, in the sole discretion of the GGACC Board of Directors and for the safety and enjoyment by and for the other participants, result in my being permanently barred from participation in any GGACC excursion or activities, or in the revocation and cancellation of my membership with the GGACC.

I understand and acknowledge that GGACC is acting in reliance upon agreements made by me in my application (including the Release) in order to extend to me the benefits of membership in GGACC and that, were I not willing to abide by the terms of such documents, such membership and opportunity to participate in GGACC-related events and activities would not be extended to me. I further understand and acknowledge that GGACC members are acting in reliance upon agreements made by me in the Release in connection with volunteering their services (including in some cases, opening up their homes for events or activities), and that, were I not willing to abide by the terms of these documents, their services and homes would not be extended to me.

Any provision in the Release legally declared invalid or unenforceable shall not affect the other provisions hereof.

By clicking the checkbox next to the "Release Form" designation on the renewal page of the GGACC website, you acknowledge that you have read all provisions of this Release, and fully agree to and understand the Release.