



Trout Unlimited, Inc. (“TU”) Chapter/Council Liability Waiver and Appearance Release

This document explains possible risks of volunteering and includes liability waivers, consents, and other legal agreements.

By signing below, I, the volunteer (or, if applicable for minors, the volunteer’s parent or legal guardian), acknowledge that I enter into this Agreement with TU Little River Chapter in consideration of my participation as a volunteer, and confirm my understanding and agreement to the following:

Policies and Safety Rules

I will comply with TU’s volunteer policies, safety rules, conduct expectations, and other directions. I understand that TU does not tolerate bullying, harassment, threatening behavior, discrimination, or violence of any kind. I understand that noncompliance may result in termination of my volunteer status.

Volunteer Not an Employee

I understand I am not a TU employee, and will not be paid for participating or otherwise covered by or eligible for TU insurance, health care, worker’s compensation, or any other benefits. I understand TU may terminate my volunteer status at any time for any reason.

Risks Associated with Volunteering

Volunteering for TU has risks that may arise in various ways. They include, for example, lifting heavy objects or otherwise exerting myself, handling hooks, glass and other sharp materials, using hot or sharp objects, power tools, or other equipment, embarking on boats or other watercraft, being exposed to loud noises or inclement weather, and interacting with other volunteers, visitors, and other people.

I understand these risks include injury, illness, death, and property damage or loss, and that they may arise from my actions or those of others when traveling for TU activities. I understand that even if TU, I, and others present at TU facilities follow all health and safety protocols, I may still be exposed to communicable diseases, including COVID-19.

Awareness and Assumption of Risk

I understand the information above, and acknowledge the risks associated with volunteering. **I understand that I am solely responsible for knowing my own physical and mental condition and making my own decision about volunteering.** With such information and awareness, and with the recognition that other factors may create additional such risks, I knowingly, freely, and voluntarily: (a) sign up to volunteer for TU; (b) engage in volunteer activities; and (c) assume and accept the risks of all injury, death, illness, property damage or loss, financial obligation, loss of privacy, loss of reputation, and all other injuries and other consequences, whether known or unknown, whether foreseen or unforeseeable, and whether incurred at TU facilities or elsewhere, that may result, directly or indirectly, from my participation as a TU volunteer, regardless of the cause.

Waiver and Release of Claims

I waive and release TU and its directors, officers, employees, funders, volunteers, agents and affiliates (together, “TU Parties”) from any liability, claims, costs, and expenses of any kind and of whatever nature which I or my legal representatives may have or which may later accrue, caused by or arising directly or indirectly from my presence at TU facilities or participation in TU activities. This release and waiver includes, in each case, all claims in respect of the risks noted above, known and unknown, foreseen and unforeseeable, regardless of the cause or whether such claims arise from tort, contract, or otherwise, and even if caused by negligence, whether passive or active; other than willful, reckless, or grossly negligent conduct of any TU Parties. I will not sue any of the TU Parties on the basis of these waived and released claims. To the extent applicable, I waive the protections of Section 1542 of the California Civil Code.

Medical Care Consent and Waiver

I authorize TU Parties to provide me with first aid and to arrange medical assistance, transportation, and emergency medical services for me if I get hurt while volunteering. I understand that TU is not obligated to provide this care. I understand that I am solely responsible for any costs related to my medical treatment and transport.

Assignment of Work Product

I grant full right title, and interest to TU in any reports, brochures, website content, photos, images, videos, or other materials or works I may create in the course of volunteer activities, and any intellectual property rights in or derivatives of such materials.

Use by TU of My Name and Image

I understand that TU may take photos or videos of me. I consent to TU's use of my name, image, voice, and biography (together, "Materials"), 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:

General Provisions

I understand that this Agreement will be binding for so long as I am a TU volunteer. This Agreement will run in favor of each of the TU Parties, and will bind my heirs, next of kin, and legal representatives. If any provision of this Agreement is found to be unenforceable, the other terms remain effective. This Agreement will be governed by the law of the state of Tennessee.

By signing below, I freely and voluntarily affirm one of the following statements: (i) I affirm that I am of legal age and able to freely sign on my own behalf or (ii) I affirm that I am the parent or legal guardian of the participant and am freely signing this document on their behalf. I certify that I have the authority to sign on behalf of the participant and to make decisions for the participant regarding Materials. **I have read this Agreement and fully understand that by signing this Agreement, I am giving up legal rights and remedies** as described above that may be available to me and to other persons.

Signature of Participant
(or of parent/guardian, if applicable)

Date

Print name

Participant name (only if parent/guardian signs)

Emergency contact name

Emergency contact phone