

Participant Agreement, Assumption of Risk and Release of Liability

In consideration of the services of Tailwater Anglers, a division of Octagon Inn LLC, and Octagon Inn LLC, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as T.A.), by acceptance of this agreement, I hereby agree to release, indemnify, and discharge T.A., on behalf of myself, my spouse, my children, my parents, my heirs, assigns, successors, personal representative and estate as follows:

As with any outdoor activity, I understand and acknowledge that there are risks inherent to fly fishing that could result in physical or emotional injury, loss of life, damage to third parties or damage to personal property. I understand that such risks cannot be eliminated without compromising the essential qualities of the activity. Such risks include, but are not limited to, slipping and falling including into water, transportation to and from fishing sites, drowning, physical overexertion, animal and insect bites, and injuries due to all other acts of nature. Furthermore, I understand that there are risks specific to fly fishing including, but not limited to, a slippery aquatic environment, use of waders and other equipment that may make swimming more difficult should I fall into the water, injuries from hooks or other fishing equipment and all risks associated with boating.

(1) I expressly agree to accept and assume all risks associated with this activity. My participation in this activity is purely voluntary and I elect to participate in spite of these risks. Furthermore, I agree that I am willing to assume the risks associated with any medical or physical condition I may have.

(2) I hereby voluntarily release, forever discharge and agree to indemnify and hold harmless TA to the fullest extent permitted by law from any and all claims, demands or causes of action, which are in any way connected with my participation in this activity or use of TA equipment, facilities or vehicles, including any such claims which allege negligent acts or omissions of TA.

(3) Should TA or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

(4) I agree solely to bear the costs of any injury or damage that I may suffer or cause while participating in this activity or that I have adequate insurance to cover the costs of such injury or damage.

(5) In the event that any legal action arises from my participation in this activity, I agree that the action will be brought in the state of New Mexico and I further agree that the laws of New Mexico shall apply to any such action.

By signing this document, I acknowledge that if any personal injury or damage to property results to myself or to third parties during my participation in this activity, that I may be found by a court of law to have waived my right to maintain legal action against TA on the basis of any claim which I have released herein. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

Having had sufficient opportunity to read this entire document, I have read and understand this agreement and I agree to be bound by its terms.

Signature of Participant (or Parent/Guardian if Participant is under 18):

Date: _____

Printed Name of Participant (and Parent/Guardian if Participant is under 18):

Address: _____

Phone: (_____) _____