**Waiver and Release of Liability**

I understand that outdoor recreation activities such as **Learn2 Trout Fish** have: (a) inherent risks, dangers, and hazards and such exists in my use of recreational equipment including, fishing equipment and my participation in outdoor activities; (b) my participation in such activities and /or use of such equipment may result in, but not limited to, property damage, bodily injury (cuts, lacerations strains, fractures, illness) or death (c) Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, staff decision making, including that staff may misjudge terrain, weather, and such other risks, hazards and dangers that take place in a wilderness or outdoor environment; and (d) by my participation in these activities and/or use of equipment, I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the employees, officers, volunteers or agents of the Missouri Department of Natural Resources.

Acknowledging such risks, I, on behalf of myself, my personal representatives and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify the Missouri Department of Natural Resources, its officers, employees, volunteers and agents from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of recreational equipment including, fishing equipment or my participation in all outdoor recreation activities.

I hereby agree to follow all state and federal laws, rules, regulations, and instructions of the Missouri Department of Natural Resources staff. I agree to wear all safety equipment provided to me at all times during the activity. I also certify I am physically and mentally capable of participating in these activities.

I give the Missouri Department of Natural Resources, its officers, agents, volunteers and employee's permission to treat said minor in case of illness, injury, emergency, or accident. Should emergency medical services become necessary for the undersigned participant or minor the expenses are the sole responsibility of the participant and not that of the Missouri Department of Natural Resources.

The Missouri Department of Natural Resources has my permission to publish, in any form, any photograph taken during my participation in the Learn2 Trout Fish program. I agree that I am not due any payment from the Missouri Department of Natural Resources for publishing these photographs

I have carefully read and understand this Waiver and Release of Liability. In signing, this Waiver and Release of Liability, I agree to be bound by its terms.

PARTICIPANT PRINT NAME SIGN NAME DATE

<u>If the participant is under age 18</u>

I am assuming the stated risks and entering into this Waiver and Release on behalf of the minor(s) named below, as well as myself, and I am agreeing to its terms on his or her behalf, as well as his or her heirs, executors, administrators and assigns.

_____ _____

MINOR'S NAME AGE

LEGAL GUARDIAN PRINT NAME SIGN NAME DATE