



TU Boating Event Liability Checklist

Boating events present good opportunities to engage current or prospective members in TU's mission and to provide beneficial, on-the-water experiences for others. Boating events, however, present some risk of injury to the participants, and those events must be structured to minimize those risks. TU has prepared the following checklist for boating events sponsored by TU national, its chapters, and its councils. By complying with the items on this checklist for any boating event in which you are involved, you can help assure that your event will be safe. (The word "boats" as used in this document refers to any watercraft, including but not limited to float-tubes, kayaks, and canoes.)

To minimize risk of injury to the event participants, you must assure that:

- All boats used in the event and their operators will comply with all of the requirements of federal, state, and local law concerning boating safety, including requirements concerning the wearing of life jackets/personal flotation devices by each person onboard.
- Regardless of the requirements of boating law, each boat associated with the event will have on it:
 - A throw-able, rescue rope
 - A life jacket/personal flotation device for each person onboard
 - A spare oar (if a drift or row boat)
- No minors will be on a boat for the event. *(If you have plans to include minors in your boating event, please contact the Vice President for Volunteer Operations well before the event.)*
- The body of water on which the event will take place is a safe environment on which to operate boats. *(Please contact the Vice President for Volunteer Operations well before the event if the event involves floating on Class 3 or more serious rapids.)*
- Your boat operators know the water on which the boats will be used and know how to operate their boats competently on that water. *(If excess risk is present, if inexperienced boat operators may be used, or if you have any other concern about the safety of the event, please contact the Vice President for Volunteer Operations well before the event.)*
- No one associated with the event will use alcoholic beverages during the event.

To assure that TU's liability insurance will cover claims for any injuries that may occur related to the event, you must assure that:

- All boats associated with the event are less than 58 feet long.
- No boats associated with the event will be used to carry people or property for a charge.

Please note that no part of TU (the national organization, chapters, councils, or the Coldwater Conservation Fund) should own any kind of boat. *(If your chapter or council owns a boat, please contact the Vice President for Volunteer Operations before you use it in the event.)*

In addition, to you must assure that:

- Only boats that are separately insured for liability by their owners will be used for the event and proof of that liability coverage has been provided to the event organizers. *(We understand that this is not possible in every case, and if that is true for your event, please contact the Vice President for Volunteer Operations before proceeding with the event. Approval for events in which uninsured boats are used can be obtained provided that the users of the uninsured boats are competent to operate their boats safely on the waters to be used for the event.)*

- A liability waiver is signed by each participant that has been reviewed by a local attorney. (*A sample liability waiver is set out below, but the standards for effective liability waivers vary from state to state. Thus, the form below should be reviewed by a local attorney before your event. To learn more, contact the Vice President for Volunteer Operations.*)
- A sheet describing in detail the physical activities that participants will be engaged in during the event is prepared and that that activities sheet is signed by each participant in the event.

If you have complied with the requirements of this checklist, you may proceed with organizing your TU-related boating event. We strongly encourage you to reach out to the Vice President for Volunteer Operations if you have any questions or concerns about the event.

Below are two *sample* liability waivers for TU-sponsored boating events, one for adults and one for children under the age of 18 years. If your event involves children under the age of 18 years, a parent or legal guardian must sign the waiver form for the child. Please note that these are *sample* forms. The laws of each state vary greatly concerning what must appear in a waiver of liability form. For that reason, please have these *sample* forms reviewed and amended by a lawyer in your state to make sure they comply with the laws of your state. Additionally, it is advised that releases for adults can be discarded when the statute of limitations runs on tort claims (which differs from state to state -- it's typically only a few years.) For minors, releases should be kept as permanently as possible, because a minor's claim is not barred by the statute of limitation until sometime after attaining the age of majority.



Sample Liability Waiver and Hold Harmless Agreement (Adult)

1. In order to be allowed to participate in the _____ (the “Event”), I represent and agree, as follows:
2. I have familiarized myself with the physical demands required to participate in the Event and its activities. I am in sufficiently good physical condition to meet the demands necessary to participate in the Event and its activities. I understand that the Event will be held on and over water and will involve the use of boats and wading in rivers over rocks and other obstructions. I will comply with all applicable local, state, federal and/or other laws and regulations applicable to the Event, including those regarding personal flotation devices or other required safety gear throughout the duration of the event. I will use common sense to protect my own safety.
3. I have familiarized myself with the Event, the manner in which it will be conducted, and the locations in which it will be held. I understand that the activities and locations involved in the Event can be inherently dangerous, and I am aware that my participation may result in injuries, including death, or other damages, including to myself or others simply because of the nature of the activities contemplated in the Event and not because of the fault of any person. I have considered such risks and dangers, and voluntarily elect to participate in the Event and its activities. I acknowledge that I am not required to participate in the Event.
4. I hereby forever AGREE TO NOT SUE, TO RELEASE and TO DISCHARGE Trout Unlimited, Inc., _____ and _____, and those entities’ employees, officers, directors, trustees, volunteers, agents, and assigns (hereafter, the “Provider”), from any and all liability, claims, demands, causes of actions whatsoever, whether known or unknown, which stem from the ordinary risks presented by the activities of the Event. I agree that being allowed to participate in the Event is fair and ample consideration for this Agreement.
5. It is my express intent that this Agreement shall bind the members of my family and spouse or partner, if I am alive, and my estate, heirs, assigns, personal representative and all others who might seek to claim through me if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND AGREEMENT NOT TO SUE concerning any damages or losses I sustain which stem from the ordinary risks presented by the activities of the Event
6. I agree that this Agreement shall be construed in accordance with the laws of the State of _____, and that any mediation, suit, or other proceeding must be filed or entered into only in the federal or state courts of _____. I agree that any portion of this document deemed unlawful or unenforceable is severable and shall be stricken without any effect upon the enforceability of the Agreement’s remaining provisions.

BY SIGNING THIS DOCUMENT YOU MAY BE WAIVING YOUR LEGAL RIGHT TO HOLD THE PROVIDER LEGALLY RESPONSIBLE FOR ANY INJURIES OR DAMAGES RESULTING FROM RISKS INHERENT IN THE SPORT OR RECREATIONAL OPPORTUNITY.

DATED: _____ By: _____

Printed: _____

Witness: _____



Sample Liability Waiver and Hold Harmless Agreement (Child)

1. I, _____, declare and certify that I am the parent and/or legal guardian of _____ (“Child”), and that Child is currently a minor under 18 years of age in my custody and care, and that I am legally authorized to enter this agreement on Child’s behalf.

2. In order for Child to be allowed to participate in the _____ (the “Event”), I represent and agree, as follows:

3. Both Child and I have familiarized ourselves with the physical demands required to participate in the Event and its activities. I declare and certify that, based upon my own personal knowledge, Child is in sufficiently good physical condition to meet the demands necessary to participate in the Event and its activities. Both Child and I understand that the Event will be held on and over water and will involve the use of boats and wading in rivers over rocks and other obstructions. I certify that I have instructed Child, and that Child will comply with all applicable local, state, federal and/or other laws and regulations applicable to the Event, including those regarding personal flotation devices or other required safety gear throughout the duration of the event. I have instructed, and declare that Child will use common sense to protect his or her own safety.

4. Both Child and I have familiarized ourselves with the Event, the manner in which it will be conducted, and the locations in which it will be held. We both understand that the activities and locations involved in the Event can be inherently dangerous, and we are both aware that Child’s participation may result in injuries, including death, or other damages, including to Child or others simply because of the nature of the activities contemplated in the Event and not because of the fault of any person. Both Child and I have considered such risks and dangers, and voluntarily elect to allow Child to participate in the Event and its activities. I acknowledge that Child is not required to participate in the Event.

5. I, on my behalf and on behalf of Child, hereby forever AGREE TO NOT SUE, TO RELEASE and TO DISCHARGE Trout Unlimited, Inc., _____ and _____, and those entities’ employees, officers, directors, trustees, volunteers, agents, and assigns (hereafter, the “Provider”), from any and all liability, claims, demands, causes of actions whatsoever, whether known or unknown, which stem from the ordinary risks presented by the activities of the Event. Both Child and I agree that being allowed to participate in the Event is fair and ample consideration for this Agreement.

6. It is my express intent that this Agreement shall bind the members of Child’s family and my family and spouse or partner, if Child or I am alive, and our estate(s), heirs, assigns, personal representative(s) and all others who might seek to claim through us if either or both of us are deceased; and it is my further express intent that this Agreement shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND AGREEMENT NOT TO SUE concerning any damages or losses Child or I sustain which stem from the ordinary risks presented by the activities of the Event

7. I, on behalf of myself and Child, agree that this Agreement shall be construed in accordance with the laws of the State of _____, and that any mediation, suit, or other proceeding must be filed or entered into only in the federal or state courts of _____. We agree that any portion of this document deemed unlawful or unenforceable is severable and shall be stricken without any effect upon the enforceability of the Agreement’s remaining provisions.

BY SIGNING THIS DOCUMENT YOU MAY BE WAIVING YOUR LEGAL RIGHTS AND/OR THOSE OF THE MINOR CHILD, TO HOLD THE PROVIDER LEGALLY RESPONSIBLE FOR ANY INJURIES OR DAMAGES RESULTING FROM RISKS INHERENT IN THE SPORT OR RECREATIONAL OPPORTUNITY.

DATED: _____ By: _____

Printed: _____

Witness: _____