

MICHIGAN STEELHEAD & SALMON FISHERMAN'S ASSOCIATION;  
 METRO WEST CHAPTER, METRO WEST STEELHEADER'S (MSSFA-MWC)

Revised: 10/29/2024

RELEASE OF LIABILITY -- READ BEFORE SIGNING (Adult - Over 18 years of age)

	Event Name	Boat Name	Captain Name
#	Print Name (First, Middle, Last)	Participants Signature	Date
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In consideration of being allowed to participate in any way in the Metro West Steelheader's (MWS) program, its related events and activities, I, the above signed, acknowledge, appreciate, and agree to all sections below that:

1. I acknowledge and accept that participation in fishing, boating and other water sports is dangerous, and accept the risks as a condition of participation in activities and events organized by the MWS including without the risk of injury, viral exposure, bacterial exposure, drowning and minor injuries such as broken bones, paralysis or even death. If participating as an occupant, guest or crew member on a vessel affiliated with MWS, then I accept the risks associated with boating including without limitation due to rough waters such as pitching of the vessel in waves, injury incurred by entanglement with ropes or lines, falling within the vessel, or falling overboard the vessel. I accept these risks as my own, and if I am a minor, then my parent or guardian accepts these risks as a condition for the minor under their guardianship and hereby acknowledge and agree that said minor is mature enough to follow safety precautions and instructions in emergency situations. As a condition of participation I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release, indemnify and hold harmless MWS its members, volunteers, agents, third parties, heirs, directors and officers and the owner of any vessel affiliated with MWS, for any injury, up to and including death, arising out of my participation in the MWS programs, events and activities sponsored, organized or managed by MWS.
2. I acknowledge and agree I have read, understand and will at all times abide by all rules and procedures for participation in, or attendance at, MWS programs, events and activities. I further agree that if I observe any unusual or significant hazard during my attendance or participation in a MWS event or activity, then I will remove myself from the hazard and bring it to the attention of MWS leadership or if on board a vessel affiliated with MWS then I will immediately make the captain or owner aware of such unusual or significant hazard. I agree that failure to abide by these safety protocols customary within the boating and fishing communities will result in the termination of my participation in MWS events or activities.
3. Each provision in this agreement is separate. If any provision of this agreement is held to be invalid or unenforceable, the remaining portion shall remain in effect. This agreement shall be governed by the laws of Michigan. Any controversy arising under this agreement will be governed by arbitration conducted in accordance with the rules of the American Arbitration Association at an American Arbitration Association location nearest Livonia Michigan and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction. The terms and provisions of this agreement are binding on and will inure to the benefit of the parties and their respective heirs, representatives, successors, third parties and permitted assigns.
4. By my signature above, I acknowledge I have had sufficient opportunity to, and have, carefully read each provision of this agreement, and have the opportunity to review this agreement with legal counsel of my choice; and I am not relying upon any representations or promises that are not set forth in this agreement, and I am freely and voluntarily signing this agreement and intend to be bound by it as a solemn contractual undertaking.
5. I certify that I am 18 years of age or older.