

GENERAL WAIVER and RELEASE OF LIABILITY

This GENERAL WAIVER and RELEASE of LIABILITY is made the _____ day of _____, 200

BY: _____ (the 'RELEASOR')

Residing at:

In the City of _____, County of _____ and State of North Carolina

TO: FAIRFIELD HARBOUR FISHING CLUB, its members, officers, directors, employees, and agents (the 'RELEASEES'), with its office at: 907 Diamond Ct. New Bern, NC 28560

I, the Releasor, being of lawful age, in consideration of being permitted to participate in any and all of the events sponsored by the Releasees and run and/or operated by the Releasees, their members, officers, directors, employees and agents, and all others who may, from time to time, be associated with them in any presentation of any activity which may, from time to time, be presented, hereby RELEASE the club, its members, officers, directors, employees and agents from any and all liability for or by reason of any damage, loss or injury to person or property and even damage resulting in the death of the RELEASOR, which has been or may be sustained in consequence of the RELEASOR'S participation in the activities sponsored by the Club, even though such damage, loss or injury may have been caused solely or partly by the negligence of the RELEASEES.

I acknowledge and agree hereby that I have carefully read the GENERAL WAIVER and RELEASE of LIABILITY agreement, that I fully understand the same, and that I am freely and voluntarily executing the same.

By signing this GENERAL WAIVER and RELEASE of LIABILITY, I will be forever prevented from suing or otherwise claiming against the RELEASEES for any property damage or personal injury that I may sustain while participating in or preparing for any activity of the RELEASEES.

I have been given the opportunity, and advised, to seek independent legal counsel before signing this GENERAL WAIVER and RELEASE of LIABILITY agreement.

I understand that I would not be permitted to participate in any activities of the Club, or be a member thereof, unless I signed this GENERAL WAIVER and RELEASE of LIABILITY.

I understand that this agreement is binding on me, my spouse, my heirs, executors, administrators, personal representatives and assigns.

I acknowledge that I do not have any physical limitations, medical ailments, physical or mental disabilities that would limit or prevent me from participating in the Club's activities.

This agreement contains the entire agreement between the parties and the terms hereof are contractual and not merely recited herein.

It is the express intent of this **General Waiver and Release of Liability** to Release from liability the Fairfield Harbour Fishing Club and any members acting on behalf of, or as agents of, said club while in the performance of their duties. It is not intended to release members not acting on behalf of said Club or engaging in misadventure or *ultra vires* conduct.

This GENERAL WAIVER and RELEASE of LIABILITY agreement will be construed and governed by and under the laws of the State of North Carolina and it is acknowledged by the RELEASOR to be as broad and inclusive as permitted by this jurisdiction.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT, I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THR RELEASEES.

The Releasor has executed this agreement at New Bern, Craven County, North Carolina, on the date first above written

SIGNED, SEALED and DELIVERED	X
IN THE PRESENCE OF	X
	X
	X
_____	X
Releasor	X
	X
_____	X
Witness	X

Member Tel.No. _____

Member Email _____