

**GENERAL RELEASE.**

I have voluntarily applied to participate in the activities of the San Diego Fly Fishers, (hereinafter "SDFF"), a California nonprofit public benefit corporation. I am participating in these activities with knowledge of the potential danger involved.

Therefore, I hereby release and forever discharge SDFF, its officers, directors and/or members, from any and all actions, suits, debts, claims, demands and obligations of any kind or nature, whether known or unknown, both in law and in equity, I ever had, now have or may have against them upon or by reason of any matter, cause or thing. I acknowledge and agree this release applies to any and all actions, suits, debts, claims, demands and obligations, whether known or unknown, foreseen or unforeseen, patent or latent, that I may have against San Diego Fly Fishers, its officers, directors and/or members. I hereby waive the provisions of California Civil Code section 1542, which I have read and which states as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

I understand and acknowledge that the significance and consequence of this waiver of California Civil Code section 1542 is that even if I should eventually suffer additional damages, I will not be able to make any claim for those damages against SDFF, its officers, directors and/or members. Furthermore, the parties acknowledge they intend these consequences, even as to claims for damages that may exist as of the date of this release, but which the parties do not know exist, and which, if known, would materially affect the parties' decision to agree to this release. This is true whether the parties' lack of knowledge is the result of ignorance, oversight, error, negligence or any other cause.

In the course of membership in SDFF, I may submit "Content" to SDFF (including my personal data, personal data of others, photographs, written articles and/or other digital material). I agree that SDFF may use and share my Content in accordance with its privacy policies and in furtherance of the mission and purpose of SDFF

I retain ownership of all intellectual property rights in my Content. SDFF does not claim ownership over any of my Content. I grant SDFF a worldwide, royalty free license to use, reproduce, distribute, modify, adapt, create derivative works, make publicly available, and otherwise exploit my Content, but only for the limited purposes of pursuing the mission and purpose of SDFF. This license for such limited purposes continues even after I cease being a member of SDFF. This license also extends to any trusted third parties SDFF works with to the extent necessary to provide membership services to me.

If I have been issued an account by SDFF in connection with my membership, I am responsible for safeguarding my password and any other credentials used to access that account. I, and not SDFF, am responsible for any activity occurring in my account (other than activity that SDFF is directly responsible for which is not performed in accordance with my instructions), whether or not you authorized that activity. If I become aware of any unauthorized access to my account, I will notify SDFF immediately. Accounts may not be shared and may only be used by one individual per account.

I understand SDFF occasionally sends notices and material to the email address registered with my account. I will keep my email address and, where applicable, my contact details and payment details associated with my account current and accurate. Accounts are controlled by the entity whose email address is registered with the account.

If any provision of these Terms is determined to be unenforceable by a court of competent jurisdiction, that provision will be severed and the remainder of terms will remain in full effect. I acknowledge and represent that, in agreeing to this Release, I have not relied on any inducements, promises or representations made by SDFF. I further acknowledge and warrant my agreement to this release is free and voluntary.

**I understand that my membership application will not be accepted until I accept this release by signing a printed copy and mailing it to SDFF or by clicking the "I accept the General Release" box in the online application form on SDFF's website.**

Dated: \_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name