

# MEMBER'S RELEASE, WAIVER, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

**WARNING: BY SIGNING THIS FORM, YOU UNDERSTAND AND ACKNOWLEDGE THAT YOU ARE GIVING UP THE RIGHT TO SUE \_\_\_\_\_ [insert name of club]**

**TO: \_\_\_\_\_ (hereinafter called the "Club")**

As a condition of my membership in \_\_\_\_\_ [insert name of club], and as a condition of my participation in any of the activities organized by the Club, I, the undersigned, understand that I must agree to be bound by the terms of this Release, Waiver, Assumption of Risk and Indemnity Agreement.

1. I am aware that there are certain dangers and risks involved in participating in activities and events organized by the Club which include, but are not limited to, hiking, backpacking, scrambling, ice climbing, caving, camping, mountain biking, rowing, rafting, kayaking, scuba diving, running, power walking, inline skating, downhill skiing, cross-country skiing, snowshoeing, snowboarding, ice skating, tobogganing, and team sports.

2. I understand and acknowledge that Club activities may be physically and emotionally demanding and may include activities in rugged and difficult terrain in all extremes of weather, without immediate access to emergency medical services. I understand that rescues may take a long time, and that all medical and rescue costs are my responsibility. I understand that during my participation in a Club activity, I may be exposed to a risk of serious injury or even death from hazards including but not limited to falls, avalanches, ice falls, rock falls, lightning, flash flood, river currents, hypothermia, frostbite, insect stings, dog bites, wild animals, and accidents. I understand that equipment may fail and that such failure may cause or contribute to my injury or death. I acknowledge that the organizers cannot foresee all of the risks and hazards associated with participating in Club activities. I understand that the risks listed above are not exclusive of all possible risks inherent to Club activities, and agree that the above list in no way limits the extent or reach of this Agreement.

3. I acknowledge that the coordinators of the Club's activities are not licensed or accredited fitness professionals, guides, or first aid attendants. I acknowledge that they may not have completed an outdoor leadership course or have first aid or wilderness training or experience, and that they are not responsible for my safety and wellbeing or that of any child and/or pet that I bring with me while participating in any Club activity.

4. I understand that physical activities and the use of equipment are potentially hazardous. I also understand that fitness and recreation activities involve a risk of injury, heart attack and even death, and acknowledge that I am voluntarily participating in these activities and using equipment with knowledge of the dangers involved. I freely and voluntarily assume all risks of injury or death associated with my participation in any of the Club's activities and in doing so, I understand that I will be solely responsible for any loss, injury or damage I may sustain, or that any child and/or pet that accompanies me in such activity may sustain.

5. In consideration of being allowed to participate in the activities organized by the Club, I do hereby waive, release and forever discharge the Club, its officers, volunteer coordinators, members, guests, agents and representatives (collectively, the "Released Parties") from any and all responsibility or liability whatsoever for accident, illness, injuries (including death), loss or damages resulting from my participation in or use of equipment in any Club activity.

**THIS IS A 4-PAGE DOCUMENT.**