Atlanta Outdoor Club - Release and Waiver of Liability

Trip Leader: _____ **Date:** _____

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT
PLEASE READ THE FOLLOWING CAREFULLY!!! YOU CAN NOT PARTICIPATE IN ANY ATLANTA OUTDOOR CLUB ACTIVITIES WITHOUT FIRST SIGNING THIS AGREEMENT. SIGN BELOW ONLY IF YOU AGREE TO BE BOUND BY ALL TERMS WITHIN THIS AGREEMENT

I in consideration for membership in the Atlanta Outdoor Club ("Club") and to be permitted to participate in any way in Club sponsored Activities ("Activities"), my personal representatives, assigns, heirs, and next of kin:

1.☐ ACKNOWLEDGE, agree, and represent that I understand the nature of Outdoor Activities and that I am qualified, in good health, and in proper physical condition to participate in such Activities. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in such Activities.

2.☐ FULLY UNDERSTAND that: (a) OUTDOOR ACTIVITIES INVOLVE RISKS AND DANGERS (BOTH NATURAL AND MAN MADE) WHICH COULD RESULT IN SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ("RISKS"); (b) these Risks and dangers to which I will be exposed involve ever changing and unpredictable natural conditions, defective or improper equipment, the condition in which Activities takes place, my own actions, or inactions, or THE NEGLIGENCE OF THE "RELEASES" NAMED BELOW; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I CHOOSE TO PROCEED WITH ACTIVITIES AND FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in Club Activities.

3.☐ HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE the Club, its respective officers, leaders, organizers, members, volunteers, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises or equipment with which the Activities take place, (each considered one of the "RELEASES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS CONNECTED TO MY PARTICIPATION IN CLUB ACTIVITIES; AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releases, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASES from any litigation expenses, attorney fees, loss, liability, damage, or cost which I may incur as the result of such claim.

4.☐ FULLY UNDERSTAND that I may assist my fellow adventurers to the best of my own ability if they appear to need such assistance, but only for so long as I can do so, in my judgment, without unreasonably endangering myself. I further understand that I have no legal obligation to assist, and that neither my fellow adventurers nor any other member or guest of the Club has any legal obligation to render assistance to me.

This release is given to enable other participants and me to feel free to participate in club activities and to donate our services to help each other without fear of liability. This release is given in consideration for similar releases granted or to be granted to my benefit by other participants on Club Activities. THIS RELEASE HAS NO EXPIRATION DATE AND SHALL BE DEEMED REAFFIRMED EACH TIME I PARTICIPATE IN ANY CLUB ACTIVITY.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

I have read and understood the above waiver and release of liability, and agree to be bound by its provisions.
As parent/legal guardian of the above-named minor, I hereby grant permission for him/her to participate in Club events and activities.

Name (print)☐ ☐	Signature☐	Date of Birth	Phone Number☐ ☐	Emergency Contact☐ ☐	Contact's Phone Number☐