



WASKAHEGAN TRAIL ASSOCIATION / ASSUMPTION OF RISK AGREEMENT

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT.

BY COMPLETING THIS DOCUMENT YOU WILLFULLY ACKNOWLEDGE AND UNDERSTAND THE TERMS AND CONDITIONS HEREIN. YOU ARE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE WASKAHEGAN TRAIL ASSOCIATION, ITS VOLUNTEERS, AFFILIATES, REPRESENTATIVES AND MEMBERS.

PLEASE READ THIS CONTRACT CAREFULLY.

ASSUMPTION OF RISKS:

I desire to participate in the following activity sponsored by the Waskahegan Trail Association (“WTA”):

I understand that in order for the WTA to accept my application to participate in an activity, I must agree to be bound by this Release, Waiver and Assumption of Risk.

I am aware the members of the WTA, acting as trip coordinators of the activities, are not professional leaders, guides, or licensed first aid attendants. I am aware they may not have completed an outdoor leadership course or have first aid training or experience in either and are not responsible for my safety while participating in this activity.

I am aware that other participants with me in this activity are not responsible for my safety.

RELEASE OF LIABILITY WAIVER OF CLAIMS AND INDEMNITY AGREEMENT:

1. In consideration of being allowed to participate in all phases of activities and events of the WTA, I do hereby waive, release and forever discharge the WTA and its volunteers, members, officers, agents, employees, representatives, and all others from any and all responsibilities of liability from NEGLIGENCE, injuries or damages resulting from my participation in any activities or use of equipment in the above mentioned activities.

2. I understand that WTA outings may be physically and emotionally demanding and may include activities in rugged terrain in all extremes of weather, far from any professional or medical services. I understand that rescues may take more than 24 hours and all medical and rescue costs are my responsibility. I understand that by participating in WTA activities I may be exposed to real risks of injury, or even death. I understand and am aware that physical activities and the use of equipment are potentially hazardous activities. I understand that equipment may fail and that such failure may cause or contribute to my injury or death. I acknowledge that the leaders cannot foresee all of the risks and hazards associated with participating in WTA activities and agree that this in no way limits the extent or reach of this waiver/release. I hereby agree to assume and accept any and all risks of injury or death, and I forever release the WTA from any responsibility.

3. I agree to assume all risks of personal injury including paralysis and death, that may occur while I am en-route to and from the activity location and while engaged in WTA activities and events, whether or not under the direct supervision of WTA officers, volunteers, members, agents, employees, and representatives. I acknowledge that I may require transportation to and from the activity location, and agree to assume the risks and responsibilities associated with choosing to provide, or arrange for, my own transportation to and/or from the activity location.

4. I acknowledge that the WTA is entirely a volunteer organization and does not carry liability, accident or health insurance of any kind. I understand that it is highly recommended by the WTA that I carry extended health insurance such as Extended Blue Cross in case of injury.



5. I agree that I will not engage in any activity unless I have considered it carefully, believe it to be safe, and accept responsibility for all related risks. I acknowledge that my safety is my personal responsibility. I agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the activity.

6. I understand that fitness and recreation activities involve a risk of injury, heart attack, and even death, and that I am voluntarily participating in these activities and using equipment with knowledge of the dangers involved. I do hereby further declare myself to be physically sound and suffering from no condition, impairment, disease, or illness that would prevent my participation or use of equipment except as hereinafter stated. I acknowledge that I have had a physical examination and been given my physician’s permission to participate, or that I have decided to participate in activity without the approval of my physician and do hereby assume all responsibility for my participation and activities.

7. I fully understand that I may assist my fellow participants 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 participants nor any other member, volunteer or quest of the WTA has any legal obligation to render assistance to me.

8. I agree to hold harmless and indemnify the WTA, its members, volunteers, officers, agents, employees, representatives, and all others from any and all liability for any property damage or personal injury to any third party, resulting from my activities and my participation in the activities offered by or associated with the WTA.

9. I understand that the WTA, its members, volunteers, officers, agents, employees, and representatives shall assume no responsibility or liability for me for accident, illness, or loss of or damage to personal property resulting from participating in WTA activities and events however caused including in case of NEGLIGENCE.

10. I agree that this Release shall be effective and binding upon the undersigned, and my heirs, next of kin, executors, administrators, and personal representatives.

By my signature below I warrant that I:

Have read and understood the above statements and understand their provisions;

Understand the risks associated with participation in WTA outings;

Assume full responsibility for the consequences of choosing to participate in WTA outings;

Hereby knowingly and intentionally release and hold harmless the WTA, its members volunteers, officers, agents, employees, and representatives from any and all claims, demands, injuries, actions (including third party claims), and damage of any kind and nature whatsoever which arise out of or in connection with participating in any and all club activities, trips and outings, regardless of whether such claims are based upon negligence or other grounds.

Am of the full age of 18 years.

Print Guest’s Name, Signature and Date of Signature – *I have read and I understand this waiver*

Print Witness’ Name, Signature and Date of Signature – *The member has read and understood this waiver*
