

Maryland Outdoor Club, Inc.

www.MarylandOutdoorClub.org

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT ("AGREEMENT")

PLEASE READ THE FOLLOWING CAREFULLY!!!
YOU CAN NOT PARTICIPATE IN ANY MARYLAND OUTDOOR CLUB EVENTS 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 Maryland Outdoor Club, Inc. ("Club") and to be permitted to participate in any way in Club sponsored Events ("Events"), my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of Club Events and that I am qualified, in good health, and in proper physical condition to participate in such Events. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in such Events.
2. FULLY UNDERSTAND that: (a) CLUB EVENTS 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 Events take 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 EVENTS 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 Events.
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 Events 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 EVENTS; 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 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 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 Events 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 Events. THIS RELEASE HAS NO EXPIRATION DATE AND SHALL BE DEEMED REAFFIRMED EACH TIME I PARTICIPATE IN ANY CLUB EVENT.

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.

Signature: _____

Date: _____

Date of Birth: _____

Phone Number: _____

Emergency Contact (That Will Not Be Participating In Any Events): _____

Emergency Contact's Phone Number: _____

(If the above is under 18 years old, a parent or legal guardian MUST sign the following statement).

I, _____ (signature), 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.

Last Revised: 05/13/2003