

Newcomers Club of Greater Park City (NCGPC) – Activity Release Form

Voluntary Participation: I acknowledge that my participation in any NCGPC activity is voluntary; and that this organization is managed and operated by its volunteer members, I select activities that I choose to participate in based upon my personal evaluation and consideration of my abilities, knowledge and health. I will not delegate my decision in any activity to anyone, including event leaders or persons of leadership in the NCGPC. I alone am responsible for my decisions.

Assumption of Risk: I am aware the NCGPC activities involve risks, and could result in injury, illness, death, and damage or loss of property. NCGPC is not, nor does it provide a professional guiding service. In order to participate in NCGPC activities, I am willing to accept the risk and uncertainty as being a part of the activity, including transportation to and from an activity. ***I acknowledge this risk, and assume full responsibility for any and all injury, illness, death, I may receive or damage and loss of my property.***

Preparation: I understand that it is my responsibility to evaluate the type and difficulty of any activity I participate in, and decide whether I am prepared by having the experience, skill, knowledge, equipment and the physical and emotional stamina to safely participate. Any description that is provided to me, either in writing or orally, is only to be considered a general expectation of an activity and should not be relied upon as a specific statement of what may be encountered. I also understand that an activity may be described as moderate, while a participant, based upon their individual training and experience, may view it as strenuous.

Cooperative Activity: To facilitate an enjoyable and safe experience for all participants, I agree to cooperate with others and follow the guidance of the designated Trip/Activity leader. I acknowledge that uncooperative or unsafe behavior may result in me being prohibited from continued participation in that activity or participating in future club activities. I acknowledge my right to terminate any involvement at any time in an activity. Should I make this election, I agree to provide notice of termination to the Trip/Activity Leader.

Release of Liability and Promise Not to Sue: I agree that I, my heirs, successors in interest, executors, administrators, guardians and my personal representatives hereby release and hold harmless from all claims and liability, and promise not to bring suit, or pursue a suit should they be joined as a party, or claim against, the NCGPC, its leaders, board members, agents, representatives and activity leaders for any injury, illness, death, or damage and loss of property resulting from my participation in any NCGPC activity even if they negligently caused the injury or damage. This waiver and release shall not bar a claim for injuries, death or damage against an individual based upon that person's gross negligence or intentional wrongful and injurious acts.

Reimbursement of Legal Fees: Should I or my representative, including my estate, assert a claim in violation of this agreement against the NCGPC, any trip/activity leader, board member, agents representative or some on their behalf, I agree to be responsible for the attorney's fees and costs incurred in the defense of such claim. This shall not be construed as a right of NCGPC to request attorney's fees or costs from another member and only applies for a claim or law suit that I, or my representative, file in violation of this agreement.

Insurance: I certify that I have sufficient insurance to cover any bodily injury or property damage that I may incur while participating in any NCGPC activity. If I have no such insurance, I certify that I am capable of paying for all such expenses and liabilities.

Date: _____ Location/Activity: _____ Activity Leader: _____

<u>Signature</u>	<u>Print Name:</u>	<u>NCGPC Member</u> (Yes or No)
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____

Signature

Print Name

NCGPC Member (Yes or No)

9.	_____	_____	_____
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36.	_____	_____	_____