

## **Acknowledgement of Risk and Release of Liability and Indemnity Agreement Catawba Valley Outing Club**

Leader (printed name) \_\_\_\_\_ Signature \_\_\_\_\_

Day/Date of Activity: \_\_\_\_\_ Name of activity : \_\_\_\_\_

The Undersigned acknowledges and Understands that in return for the privilege of participating in the activities of the Catawba Valley Outing Club (hereinafter referred to as "the Club) that said activities are not without risk. The word "Club" shall include, but not be limited to, all officers, directors, activity leaders, agents and employees of the Club. The following describes some, but certainly not all of the risks and dangers:

1. The risk of personal injury by reason of accidents, falls, blows, burns, weapons, tools, equipment, and more. Injuries can range from minor to life threatening.
2. The risk of injury from the negligence of others during the course of the activity.

**My participation in these activities is purely voluntary.** No one is forcing me to participate and I elect to participate in spite of the risks. I am voluntarily using the services of the Club with full knowledge of the inherent risks, hazards, and dangers involved and hereby assume and accept any and all risks of injury, paralysis, or death.

**I hereby fully and forever release and discharge the Club** from any and all claims and demands, actions, causes of action, damages, costs, loss of services, expenses, and any and all other claims whatsoever, both in law and in equity, account of, or in any way resulting from, personal injuries, conscious suffering, death, property loss or damages or other loss or damage sustained by me or caused by accident or negligence to me arising out of any activities of the Club.

Now therefore, in consideration for my voluntary participation, on this date or anytime in the future, in the activities of the Club, I agree as follows: that I understand the hazards and dangers as described hereinabove; I understand that these activities may require good physical conditioning and a reasonable degree of knowledge or skill; I have good physical conditioning, knowledge and skill for this activity; I understand I have responsibility for my physical safety and the safety of others who are performing this activity with me; I am aware that these activities entail the risk and danger of accident or negligent injury or death to myself and others; I agree to assume full responsibility for the risk and dangers identified herein for all of those risks and dangers that are inherent in any of the Club activities; I assume full responsibility for myself as well as for all minor children who may participate with me; I fully and forever release and discharge the Club from any and all claims, and demands, actions or causes of action, damages, costs, loss of services, expenses and any other claims whatsoever both in law and in equity on account of any injuries, death, property loss or other damages sustained by me while participating in the activities of the Club. I expressly stipulate, covenant and agree to indemnify the Club and hold the Club further harmless from any and all actions or other claims for damages brought against the Club by any minor child accompanying me during the course of said activities.

**I have read, understand and accept all of the terms and conditions stated in this agreement and I acknowledge that this agreement shall be effective and binding upon myself, my heirs, assigns, personal representatives, estate, members of my family, and guests while either I or they participate in any activities at the Club this date or at anytime during my lifetime. If any portion of this agreement shall be held to be unenforceable, then the remainder of this agreement shall continue in full force and effect. I so saying, sign my signature on the back of this form.**

**Please Mail all liability forms to: Larry Hight 1996 Rivermont Dr. Hickory, NC 28602**

<b>Printed Name</b>	<b>Signature</b>
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