

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

## Trilogy Hiking Club at Power Ranch

In consideration for being permitted to participate in activities of the Trilogy Hiking Club at Power Ranch, coordinated by the Trilogy Association, a mutual benefit non-profit corporation ("Coordinator"), for myself, my personal representatives, spouse, assigns, estate, heirs and next of kin (collectively, "I"):

1. **Voluntary Participation:** Acknowledge, understand and agree I am participating in the Hiking Club's activities voluntarily and agree to be completely responsible for my own actions. I further agree to abide by all safety standards, rules and guidelines, which may be imposed by the Coordinator.
2. **Acknowledgement and Assumptions of Risks:** Fully understand that (a) The activities involve risks of serious bodily injury, including permanent disability, paralysis and death ("**Risks**"); (b) these Risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the activities, the Coordinator, the condition in which the activities take place or the negligence of the Releasees (defined 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 fully accept and assume all such Risks and responsibility for losses, costs and damages I incur as a result of my participation in the activities.
3. **Release:** Covenant, promise and agree I will not prosecute or present any claim for personal injury, property damage or wrongful death or any other action against the Coordinator, other participants or their respective, officers, directors, employees, independent contractors, developers, incorporators, declarants, volunteers, agents, assigns, heirs, trustees, administrators, executors, personal representatives, next of kin or any other representatives ("**Releasees**") and hereby release, waive, discharge, relinquish any action or causes of action, which my hereafter arise from any and all liability, claims, demands, losses or damages on my account caused or alleged to be caused in whole or in part by the negligence or other acts or omissions of the Releasees or otherwise, including injuries received or that may have been compounded or increased by negligent operations or procedures of the Releasees
4. **Indemnification:** Covenant, promise and agree to defend, indemnify and hold the Releasees harmless from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney fees, that arise out of or are in any way related to my involvement or participation in the activities.
5. **Miscellaneous:** Hereby declare I am of lawful age and legally competent to sign this Agreement, I understand the terms herein are contractual and not a mere recital, and I have signed this document of my own free will. I further acknowledge, understand and agree that the covenants and releases in this Agreement are intended to be as broad and inclusive as is permitted by the laws of the State in which the Activities are conducted and if any portion of this Agreement is held invalid, I agree that the balance, notwithstanding, continue in full legal force and effect. If any claim arises out of my participation in the Activities or this Agreement, I agree that this Agreement shall be interpreted under the laws of the State where the Activities take place and that the courts of the State where the event takes place shall have jurisdiction to hear all such disputes.

**I ACKNOWLEDGE THAT 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 INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A FULL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT PERMITTED BY LAW.**

Participant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Participant's Printed Name: \_\_\_\_\_

Participant's Address: \_\_\_\_\_

Participant's Email Address: \_\_\_\_\_

Participant's Contact Phone Number: \_\_\_\_\_