

South Pine Striders Inc

***Waiver of Liability, Assumption of Risks, Release and Indemnity Agreement***

Name of Participant: \_\_\_\_\_ DOB: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, P/C: \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_

Emergency Contact Number: \_\_\_\_\_ Relationship: \_\_\_\_\_

**READ BEFORE SIGNING**

This is a binding legal document. The purpose of this document is to exempt, waive, and relieve Releasees, defined below, from liability for personal injury, property damage, wrongful death, or other claims that may result from my being a participant in the activities of South Pine Striders Inc.

In consideration of being permitted to participate in any way in the sport and activities of South Pine Striders Inc or to utilize equipment provided by these programs., and having voluntarily elected to participate, I as Participant (and as parent(s) or guardian(s) of a Participant who is a minor, if applicable), covenant and agree as follows:

1.1 **RULES, TERMS, AND CONDITIONS OF PARTICIPATION.** I have read and understand the Rules, Terms, and Conditions of Participation (and have explained them to my minor Participant, if applicable) and will comply with them at all times. Management, in its sole discretion, may terminate my participation at any time if I fail to abide by the Rules, Terms, and Conditions of Participation. Management also reserves the right to modify or cancel South Pine Striders Inc activities due to unfavorable weather conditions or technical difficulties.

1.2 **APPRECIATION OF RISKS.** I comprehend and appreciate that there are foreseeable and unforeseeable inherent dangers and risks of harm involved in the sport and activities of South Pine Striders Inc. I acknowledge that the activities may be physically and mentally intense. I fully understand and acknowledge that; (a) risks and dangers exist in the activities of walking, running or riding as part of a South Pine Striders Inc activity and my participation in their activities; (b) my participation in such activities and/or use of such equipment may result in my injury or illness including but not limited to bodily injury or personal injury (whether physical, emotional and/or psychiatric or any combination thereof), disease strains, fractures, partial and/or total paralysis, eye injury, blindness, heat stroke, heart attack, death, wrongful death, loss of consortium, property damage and/or breach of contract, or any other damage or other ailments that could cause serious disability; (c) my participation in such activities and/or use of such equipment may also result in loss, damage, or destruction of my personal property; (d) These risks and dangers may be caused by the negligence of the owners, employees, officers or agents of South Pine Striders Inc; the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes. These risks and dangers may arise from foreseeable or unforeseeable causes; and (e) by my participation in these activities and/or use of the equipment, I (and as parent(s) or guardian(s) of a participant who is a minor, if applicable) hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers, employees of South Pine Striders Inc, or by any other person. I further acknowledge and understand that included within the scope of this waiver and release is any claim or cause of action arising from the performance, or failure to perform, of any maintenance, inspection, supervision or control of said equipment, for failure to maintain or inspect equipment supplied to me, for negligent selection or retention of certain Releasees, or negligent supervision or instruction by Releasees.

1.3 **RELEASE AND DISCHARGE.** I (and as parent(s) or guardian(s) of a Participant who is a minor, if applicable), hereby release, discharge and hold harmless the Releasees from and against any and all claims, liability and/or causes of actions I may have of that may be made on my behalf or by my spouse, children, heirs and legal representatives, for bodily injury or personal injury (whether physical, emotional and/or psychiatric of

## South Pine Striders Inc

any combination thereof), disease strains, fractures, partial and/or total paralysis, eye injury, blindness, heat stroke, heart attack, death, wrongful death, loss of consortium, property damage, and/or breach of contract or any other damage or other ailments that could cause serious disability, occasioned by, arising out of, or incidental to my participation in the activities of South Pine Striders Inc., whether or not resulting from or caused by negligence by, of and/or in the part of Releasees.

1.4 **INDEMNITY.** I shall defend, indemnify and save harmless Releasees from any and all claims, actions suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my participation (or that of my minor participant, if applicable) and to reimburse them for any such expenses incurred. I agree that this agreement may be pleaded as a bar to any action, suit or proceedings taken at any time against any Releasee by me (or on behalf of my minor Participant, if applicable).

1.5 **SEVERABILITY.** I (and as parent(s) or guardian(s) of a Participant who is a minor, if applicable), further expressly agree that the foregoing waiver, assumption of risks, release and indemnity agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Queensland and if any portion thereof is held invalid, it is agreed that balance shall, notwithstanding, continue in full force and effect.

1.6 **BINDING ON SUCCESSORS.** This agreement binds the heirs, administrators, executors, personal representatives, dependants (if any), and successors of the Participant and enures the benefit of South Pine Striders Inc and its successors and assigns.

### 1.7 DEFINITIONS.

(1) Releasees are South Pine Striders Inc, the Management Team, officers and all of its agents, representatives, affiliates, suppliers, or distributors.

(2) Participant is the individual who is engaged in the activities of South Pine Striders Inc, identified by Participant's NAME, ADDRESS, and TELEPHONE NUMBER as submitted at the beginning of this form. For any Participant who is under the age of eighteen years, Participant includes the Participants parents, guardian, or legal representatives.

1.7 **SIGNATURES.** I HAVE READ AND DO VOLUNTARILY SIGN THE RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISKS, RELEASE AND INDEMNITY AGREEMENT, and further state and agree that no oral representations, statements or inducement apart from the foregoing written agreement have been made.

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Date

**If Participant is under the age of 18 a parent or legal guardian must fill out the items below.**

I have read and agree to the terms set forth above in the WAIVER OF LIABILITY, ASSUMPTION OF RISKS, RELEASE AND INDEMNITY AGREEMENT. Furthermore, I permit my dependant to participate in the activities of South Pine Striders Inc, under the terms of the foregoing agreement.

\_\_\_\_\_  
Signature of Parent or Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Relationship