

EXPRESS ASSUMPTION OF RISK, INDEMNITY & RELEASE OF LIABILITY AGREEMENT

Glenford Fort Preserve

I do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with this property. Inherent hazards and risks, include, but are not limited to: risk of injury, including the potential for permanent disability or death; all "acts of nature" including, but not limited to rock fall, inclement weather including lightning and varied winds; my own negligence; attacks or encounters with insects, reptiles and/or animals and plants; and my physical coordination, and ability to follow instructions. I understand that this description of risks is not complete and that unknown or unanticipated risks may occur.

In consideration of being permitted to participate in this hike, I hereby release and hold harmless with respect to any and all injury, disability, death, or loss or damage to person or property, whether caused by negligence or otherwise, the following names persons or entities, herein referred to as Releasees:

Perry Soil and Water Conservation District

To release the Releasees, their officers, directors, employees, representatives, agents, and volunteers, from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities, whether caused by active or passive negligence of the Releasees or otherwise. By executing this document, I agree to hold the Releasee harmless and indemnify them in conjunction with any injury, disability, death or loss or damage to person or property that may occur as a result of engaging in the above activity. This release shall be binding to the fullest extent permitted by law. If any provision is found to be unenforceable, the remaining terms shall be enforceable.

I HAVE READ THIS EXPRESS ASSUMPTION OF RISK, INDEMNITY AND RELEASE OF LIABILITY AGREEMENT, AND I FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Printed Name of Adult Participant

Signature of Adult Participant

Date: _____

FOR PARTICIPANTS OF MINORITY AGE: This is to certify that I, as Parent, Guardian, Temporary Guardian with legal responsibility for the minor participant, do consent and agree not only to his/her release of all Releasees, but also to release and indemnify the Releasees from any and all liabilities incident to his/her involvement in these activities for myself, my heirs, assigns, and next of kin.

Printed Name of Minor Participant

Name of Parent/Guardian signing for Minor

Signature of Parent/Guardian signing for
Minor

Date: _____