

Developmentally Disabled Participation Form The Mt. St. Helens Club, Incorporated

RELEASE, WAIVER OF LIABILITY, HOLD HARMLESS, AND INDEMNITY AGREEMENT

By this Agreement I, the undersigned "Participant," or parent or legal guardian signing along with the "Participant," acknowledge and agree I have asked that "Participant" be allowed to participate in the following activity of the Mt. St. Helens Club, Incorporated, hereinafter referred to as Mt. St. Helens Club:

_____ on date _____

This Agreement shall cover the above mentioned activity and all other activities of the Mt. St. Helens Club in which "Participant" may from time to time participate.

I am aware that this activity, and other activities of the Mt. St. Helens Club are potentially hazardous to "Participant" and that by entering this Agreement, and by "Participant's" engaging in said activities I take full risk of bodily, physical, or emotional injury; or other injury, including, without limitation: paralysis, death, or damage to myself, to property, or to third parties, or other loss ("Loss") to "Participant." "Participant" is voluntarily participating in this activity, and future activities, with knowledge of the dangers involved and in consideration of "Participant's" being allowed to participate, I agree to assume any and all "Loss," whether those risks are known or unknown, anticipated or not anticipated. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. I knowingly and freely assume all risk, known and unknown, associated with the activities.

Such risks include, without limitation, among other things, the hazards of: walking on uneven terrain, slips, falls; being struck by falling rock, ice, or other objects; use and potential or actual failure of recreational, safety and other equipment; forces of nature, including lightning, rapid weather changes; exposure to insect and animal bites and attacks; drowning; hypothermia or hyperthermia; lack of personal physical conditioning or preparation; and physical exertion associated with outdoor adventure activities.

I, for myself, my assignees, heirs, guardians, child(ren), ward(s), next of kin, spouse, parents, family members, estate, personal representatives, and/or legal representatives, do:

1. Knowingly and voluntarily, forever release and discharge, to the fullest extent permitted by law, the Mt. St. Helens Club, its members, participants, officers, employees, volunteers, agents, representatives, owners, and all other persons or entities acting in any capacity on their behalf (collectively "Releasees") from any and all claims, demands, causes of action, liability, damages, or actions in any way connected with my participation, services or equipment provided or used, including any such claims which allege negligent acts or omissions ("Liability"), existing now or arising in the future, for "Loss" related to participation in or attendance at this (or any future) activity of the Mt. St. Helens Club, whether arising from the negligence or other acts or omissions directly connected to this activity, services, equipment, or premises used or provided, and however caused by any of "Releasees" or otherwise;

2. That neither I, nor anyone in my behalf or stead, shall make any claim or bring any suit against "Releasees," or attach the property of "Releasees" in connection with any of the matters covered by this agreement; and

3. To forever indemnify and hold harmless "Releasees" from any "Liability" or "Loss" relating to participation in this or any future Mt. St. Helens Club activity, to the fullest extent permitted by law. Participants under age of 18 may participate only when:

1. They and their parent or legal guardian sign a copy of this Agreement; and

2. They are accompanied while participating in the activity by their parent or legal guardian or by another responsible adult designated in writing on this document which shall be signed by their parent or legal guardian.

By my signature below, I verify that I am aware of the hazards and dangers associated with this and future activities, and I agree to the conditions of this RELEASE, WAIVER OF LIABILITY, HOLD HARMLESS, AND INDEMNITY AGREEMENT on behalf myself, and if I am signing as a parent or guardian, on behalf of the "Participant."

This is to certify that, to the extent I sign this Agreement as a Parent or Guardian, I warrant that I have legal responsibility for "Participant," and on behalf of myself and said "Participant" do fully and voluntarily agree to be bound by the entire terms of this agreement.

I understand and consent that the Mt. St. Helens Club retains the right to use, for publicity, advertising and other communications purposes, photographs taken of me (or my child or ward) while participating in said activities without any expectation of compensation for the use thereof.

I have carefully and completely read this Agreement, fully understand it, and agree to be bound by its terms, and have signed it freely and voluntarily without inducement other than the consideration of being allowed to participate in Mt. St. Helens Club activities. I am aware that this is a release, waiver of liability, indemnity, and hold harmless agreement, and that it is a contract between myself and the Mt. St. Helens Club and I agree to it of my own free will.

Participant Name (Printed)

Participant Signature

Address

Phone Number

Authorized Accompanying Adult Name (Printed)

Authorized Accompanying Adult Signature

Parent/Guardian Name (Printed)

Parent/Guardian Signature

Date