

Outdoors Club Website Membership Form: Liability Release and Assumption of Risk

Please read carefully before agreeing. The following is a legal agreement including waivers of liability. Your agreement is a condition of membership and participation in any Outdoors Club Events.

ASSUMPTION OF RISK

Any outdoor activity can be dangerous and there is an element of risk, which I am accepting by participating in this activity. I acknowledge that the enjoyment and excitement of outdoor activities is derived in part from the inherent risks incurred by activity beyond the accepted safety of life at home or work, and that these inherent risks contribute to such enjoyment and excitement, and are reasons for my voluntary participation. I assume responsibility for my own safety and equipment, and I acknowledge and agree that I must be both physically and mentally prepared and equipped with the appropriate gear. Only I can judge my skills relative to the conditions found in outdoor environments and any possible risk. I alone decide when, where and how to proceed, or not. I acknowledge that I am aware of the inherent hazards and risks associated with participating in the Outdoors Club, including those associated with outdoor activity.

I acknowledge that I have voluntarily chosen to participate Outdoors Club events. In so doing, I acknowledge that I may be subjecting myself to dangers and hazards which could result in illness, injury or death. I also acknowledge that there are inherent risks and dangers that may arise at any time during the activity. Inherent hazards and risks include, but are not limited to, risk of injury or death from: narrow roadways and/or trails, unpredictable roadway hazards and conditions; slips, and falls, unexpected trail conditions, misjudgment of terrain, my own or other's negligence including the negligence of Outdoors Club Volunteers; I could also suffer injuries during the land transportation portions of the activity; consumption of alcoholic beverages, tainted food, or non-potable water; possible equipment failure and/or malfunction of my own or other's equipment; exposure to the elements, including heat, cold, sun, water, and wind; attack by or encounter with insects, including exposure to Lyme disease, reptiles, and/or animals; fatigue, chill, overheating, and/or dizziness, which may diminish my reaction time and increase the risk of accident; known or unknown medical conditions, physical exertion for which I am not prepared or other such accidents; the negligence or lack of adequate training of any volunteers of Outdoors Club or other Members who seek to assist with medical or other help either before or after injuries have occurred; accident or illness without access to means of rapid evacuation or availability of medical supplies or services; and the adequacy of medical attention once provided.

I expressly acknowledge that naturally occurring diseases and viruses (including, but not limited to, the currently widespread COVID-19) may be present and actively occurring in all environments in which the outdoor activities will take place. I acknowledge the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact (however the exact method of spread remains unknown). I also understand that if I am older or have underlying conditions, I may be more prone to serious infection and death due to COVID-19.

I acknowledge that, Outdoors Club, Inc., its directors, officers, volunteers, agents, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively "Outdoors Club"), has taken steps to mitigate the potential for transmittal of, and exposure to COVID 19 during the outdoor activity, but that exposure to such viruses or disease is an inherent risk of participating in any activity, one that cannot be eliminated by Outdoors Club. In agreeing to this release, I represent that I do not have COVID-19 or any symptoms associated with COVID-19 and agree that should I develop symptoms or am diagnosed with COVID-19 before or during an activity, I will inform Outdoors Club immediately and agree to abide by any decisions they make regarding my participation or continued participation in any outdoor activity.

I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death. I agree to be responsible for my own wellbeing and negligence. I freely and voluntarily assume complete personal responsibility for these risks and for the injuries or death that may occur as a result of these risks, even if such injuries or death occur in a manner that is not foreseeable at the time of this agreement.

RELEASE

In consideration of my being permitted to participate in the trip, I agree to assume all risks of illness, injury or death, including all risks associated with COVID- 19, and agree not to sue and to release from liability and indemnify Outdoors Club, Inc., their directors, officers, volunteers, agents and other persons or entities involved with the activity (the Releasees), from all actions, claims or demands for injury, loss or damage, regardless of the cause, resulting from my participation in the trip, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law. Furthermore, without limitation, Outdoors Club, Inc. is not responsible for any injury, loss, or damage to person or property, death, delay or inconvenience in connection with the provision of any goods or services occasioned by or resulting from, but not limited to, acts of God or force majeure, acts of war or civil unrest, insurrection or revolt, strikes or other labor activities, criminal or terrorist activities of any kind, epidemic, pandemic, mechanical or other failure of means of transportation, I agree that this release shall be legally binding upon me personally, all members of my family and all minors participating with me, my and their heirs, successors, assigns, and legal representatives, it being my intention fully to assume all the risks associated with this trip and to release Outdoors Club, Inc. from any and all liabilities to the maximum extent permitted by law.

By entering into this Agreement, I am not relying on any oral or written representation or statements made by Outdoors Club, Inc., other than what is set forth in this Agreement.

I agree that New York state will be the forum for resolution of any dispute related to my participation in this trip. Such proceedings will be governed by New York law. The parties understand and agree that all claims must be brought within six months following the completion of the tour. I agree that I will only bring claims against Outdoors Club, Inc. in my individual capacity and not as a plaintiff or class member in any purported class action or representative proceeding. Outdoors Club, Inc. shall not in any case be liable for other than compensatory damages, and my participation in any activity means that I agree to these conditions and expressly waive any right to punitive damages. All claims brought more than six months after the completion of an activity are forever waived and cannot be pursued in another forum.

I understand that Outdoors Club has no responsibility to provide medical care to participants, and has made no offer or promise to do so. I authorize Outdoors Club to obtain medical care on my behalf and/or to transport me to a medical facility, if necessary, and I hereby release Outdoors Club from any and all liability arising from its obtaining medical care on my behalf or transporting me to a medical facility. I agree to pay for the cost of any evacuation or medical care. Without limiting any of the foregoing, I expressly waive any claim that I or anyone on my behalf may bring against Outdoors Club with regard to medical care and the provision or failure to provide such care.

I grant Outdoors Club the absolute right to copyright, reuse, publish and republish by any medium, including electronically, any photos of me or in which I may be included, that may be taken while participating in an Outdoors Club activity. I also consent to the use of any printed matter in conjunction therewith.