

CAROLINA MOUNTAIN CLUB PARTICIPANT AGREEMENT
(Including Assumption of Risks, Release of Liability, and Indemnity)

Date Hike Leader Hike No. Hike / Activity Name

Please read this Agreement carefully. This is a contract and your signature below indicates that you have read and understand and agree with every provision herein. If you are the parent or legal guardian of minor participant(s), you consent and agree to this Assumption of Risks, Release of Liability, and Indemnity on behalf of those minor individual(s).

In consideration for being allowed to attend and participate in the activity offered by Carolina Mountain Club, a North Carolina non-profit corporation ("CMC"), I on my own behalf, and on behalf of my minor child, agree and promise as follows:

INFORMED CONSENT TO AND ASSUMPTION OF RISK OF INJURY: Activities may include but are not limited to hiking, backpacking, camping, trail maintenance, and other outdoor recreation. I understand that due to the nature of the activity there are risks, including, but not limited to steep slopes, changing weather conditions, insects, snakes, bears and other animal encounters, falling and rolling rock, and hidden or unavoidable obstacles which can result in loss or damage to property and/or loss or damage to myself or my minor child, including injury, illness, disability, emotional and/or psychological trauma, and death. I acknowledge that this activity involves risks, both known and unknown, that cannot be eliminated without jeopardizing the essential qualities of the activity. **I find and accept that the activities of CMC are reasonably safe and suited for my participation, and I understand, accept and assume the risks arising from these activities.** I acknowledge and agree that the CMC does not provide transportation to or from any CMC activity, and that I am personally responsible to all risk associated with travel to and from any CMC activity.

RESPONSIBILITY FOR OWN SAFETY AND FITNESS TO PARTICIPATE: Decisions made by CMC trip leaders and other volunteers in activities are based on a variety of evaluations and perceived information which by nature may be imprecise and subject to error. Throughout the activity, I understand that CMC expects Participants to actively accept and take responsibility for their own safety. I attest that I do not have any past or current physical, emotional, or psychological conditions or issues that would prohibit or interfere with full participation in the CMC activity.

AUTHORIZATION FOR MEDICAL TREATMENT: In the event that medical treatment is needed and I am unable to act on my own behalf in this matter, I hereby authorize and give permission to CMC to seek, obtain, and consent to provide routine or emergency necessary medical treatment for me. I further hereby give permission to and authorize any medical care provider attending to me to secure and administer treatment for me as may be medically required. I agree to bear the cost of such treatment.

GENERAL RELEASE OF ALL CLAIMS, AND COVENANT NOT TO SUE: I, ON BEHALF OF MYSELF AND MY MINOR CHILD, MY HEIRS, AND/OR SUCCESSORS, DO HEREBY RELEASE, DISCHARGE, WAIVE, AND PROMISE NOT TO SUE CMC, ITS OFFICERS, DIRECTORS, COUNCIL, MEMBERS, TRIP LEADERS AND OTHER VOLUNTEERS, AND/OR OTHER PARTICIPANTS AND/OR ANY OTHER PERSONS OR ENTITIES ASSOCIATED WITH THE CMC ACTIVITY (HEREINAFTER "RELEASEES") FOR AND FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, LOSSES AND/OR DAMAGES FOR PROPERTY DAMAGE, PERSONAL INJURY, EMOTIONAL TRAUMA, AND/OR DEATH ARISING FROM AND/OR RELATED TO MY PARTICIPATION OR INVOLVEMENT IN THE CMC ACTIVITY.

INDEMNIFICATION: I, ON BEHALF OF MYSELF AND MY HEIRS, AND ANY MINOR PARTICIPANT, HEREBY AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS RELEASEES FOR AND FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, COSTS, INCLUDING REASONABLE ATTORNEYS' FEES, LOSSES OR DAMAGES FOR PROPERTY DAMAGE, PERSONAL INJURY, OR DEATH ARISING FROM OR RELATED TO MY OR MY MINOR PARTICIPANTS PARTICIPATION IN THE CMC ACTIVITY.

PHOTOGRAPHIC AND VIDEO RELEASE: I hereby authorize CMC to take photographs or videos that may include me, or my minor child and to use the same for websites, brochures, newsletters, or any other use in the discretion of CMC. If you wish to opt out, please circle your name on the signature portion on side two of this release.

GENERAL: This release shall be governed and interpreted in accordance with the laws of North Carolina and any action, lawsuit or other proceeding initiated by me or on my behalf, individually or collectively, shall only be brought or filed in State Superior Court located in Buncombe County, North Carolina. The terms of this agreement are the fully integrated contract between me and CMC and are reasonable and shall be effective and binding upon the undersigned and their heirs, the participant(s), estates, and personal representatives, and all members of the undersigned's family, both before and after any minor child reaches majority. In the event that any clause or part of this Agreement is determined or found to be invalid by any court of competent jurisdiction, this finding shall not otherwise affect the validity or enforceability of the remaining parts of this Agreement.

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I HAVE READ, UNDERSTAND, AND ACCEPT THE TERMS AND CONDITIONS STATED HEREIN AND ACKNOWLEDGE THAT THE TERMS OF THIS AGREEMENT ARE REASONABLE AND SHALL BE EFFECTIVE AND BINDING UPON THE UNDERSIGNED AND THEIR HEIRS, THE PARTICIPANT(S) AND THEIR ESTATES AND PERSONAL REPRESENTATIVES, AND ALL MEMBERS OF THE UNDERSIGNED'S FAMILY, BOTH BEFORE AND AFTER ANY MINOR PARTICIPANT REACHES MAJORITY.

<u>Signature</u>	<u>Printed Name</u>	<u>Minor's Name (if applicable)</u>	<u>Emergency Contact</u>	<u>Emergency Phone</u>	<u>CMC or Guest</u>
1. _____	_____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____	_____
4. _____	_____	_____	_____	_____	_____
5. _____	_____	_____	_____	_____	_____
6. _____	_____	_____	_____	_____	_____
7. _____	_____	_____	_____	_____	_____
8. _____	_____	_____	_____	_____	_____
9. _____	_____	_____	_____	_____	_____
10. _____	_____	_____	_____	_____	_____
11. _____	_____	_____	_____	_____	_____
12. _____	_____	_____	_____	_____	_____
13. _____	_____	_____	_____	_____	_____
14. _____	_____	_____	_____	_____	_____
15. _____	_____	_____	_____	_____	_____
16. _____	_____	_____	_____	_____	_____
17. _____	_____	_____	_____	_____	_____
18. _____	_____	_____	_____	_____	_____
19. _____	_____	_____	_____	_____	_____
20. _____	_____	_____	_____	_____	_____

1. Mail sign-up sheets to:

All-day Saturday and Sunday hikes: *Bruce Bente, 1030 Indian Hill Rd. Hendersonville, NC 28791*
 Half-day hikes: *Gail Lamb, 25 Windsong Drive Fairview, NC 28730*
 Wednesday hikes: *Brenda Worley, 60 Ammons Drive Fletcher, NC 28732*

2. Post a report: Log into the CMC member's area, click on Hiking, then Enter Hiking Report. Select the hike.

3. Statistics: Arrival time _____. Began hike _____. Ended hike _____. Weather _____.

4. Describe changes or errors in the online hike description – distance, ascent, driving, difficulty, etc. Also describe trail problems, incidents, or other items of interest.

THANK YOU FOR LEADING THIS HIKE!