

## RELEASE from Liability

**FULL RELEASE OF DUBLIN SCHOOL, INC. EAGLE ROCK TRAILS, LLC; THEIR RESPECTIVE REPRESENTATIVES**

**WARNING: BY SIGNING THIS FORM, YOU GIVE UP IMPORTANT LEGAL RIGHTS! INCLUDING THE RIGHT TO SUE PLEASE READ CAREFULLY! ALL PARTICIPANTS MUST BE 18 OR OLDER OR HAVE WRITTEN PERMISSION FROM PARENT OR LEGAL GUARDIAN.**

NAME OF PARTICIPANT:

ADDRESS OF PARTICIPANT:

ACTIVITY:

PHONE #:

EMERGENCY CONTACT:

RELATIONSHIP:

TELEPHONE NO:

### DISCLAIMER CLAUSE:

Dublin School, its officers, directors, employees, volunteers, members, and representatives hereinafter "the School") and/or Eagle Rock Trails, LLC, its officers, directors, owners, employees, volunteers, members, and representatives (hereinafter "Eagle Rock") are not responsible for any injury, loss, or damage sustained by any person while participating in the Activity, which might be caused by the negligence of the School and/or Eagle Rock. .

### ASSUMPTION OF RISK:

In consideration of my participation in the Activity, I acknowledge that I am aware of the possible risks, dangers, and hazards associated with my participation in the Activity, including the possible **risk of severe or fatal injury** to myself or others.

These risks include but are not limited to the following:

- a) the risks caused by terrain, facilities, temperature, weather, condition of athletes, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, coaches, event officials, and event monitors, and/or producers of the event, and lack of hydration.
- b) the risks associated with travel to and from the locations(s) to be visited during the Activity, including transportation provided by commercial, private and/or public motor vehicles.
- c) the possibility of bodily injury including broken bones, soft tissue damage, emotional distress, and even death incurred while participating in the Activity
- d) the risks associated with returning to my residence after the Activity.

### INDEMNIFICATION AND RELEASE OF LIABILITY:

In return for Dublin School allowing me to voluntarily participate in the Activity, I agree:

1. **TO ASSUME AND ACCEPT ALL RISKS** arising out of, associated with, or related to my participating in the Activity, even though such risks may have been caused by the negligence of Dublin School and/or Eagle Rock.
2. **TO BE SOLELY RESPONSIBLE FOR ANY INJURY, LOSS, OR DAMAGE** which I might sustain while participating in the Activity, even though such injury, loss, or damage may have been caused by the negligence of Dublin School or Eagle Rock.
3. **TO RELEASE THE SCHOOL AND EAGLE ROCK** from any and all claims I may have of any kind whatsoever arising out of my participation in the Activity, including, without limitation, any claims for death, personal injury or property damage.
4. **TO WAIVE** any and all claims I may have of any kind whatsoever arising out of my participation in the Activity, including, without limitation, any claims for death, personal injury or property damage.
5. **TO HOLD HARMLESS AND INDEMNIFY** the School and Eagle Rock against any and all claims I may have of any kind whatsoever arising out of my participation in the Activity, including, without limitation any claims for death, personal injury or property damage.

**ACKNOWLEDGEMENT:** I acknowledge that I have read this agreement, that I have executed this agreement voluntarily, and that this agreement is to be binding upon myself, my heirs, executors, administrators, and representatives in the event of my death or incapacity.

Signed \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
 this 20

**Signature of Participant** \_\_\_\_\_

**Printed Name of Participant:** \_\_\_\_\_

**PARENT/GUARDIAN WAIVER FOR MINORS (Under 18 Years Old)**

The undersigned parent and/or guardian does hereby represent that he/she is, in fact, acting in such capacity and agrees to save and hold harmless and indemnify the School and Eagle Rock from all liability, loss, cost, claim, or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act on behalf of the minor.

**Signature of Parent/Guardian if Participant is under 18** \_\_\_\_\_