

THE PHILADELPHIA TRAIL CLUB

WAIVER AND RELEASE

We the undersigned HEREBY WAIVE AND RELEASE, indemnify hold harmless and forever discharge the Philadelphia Trail Club, its agents, officers, members, employees, volunteers, and board members (released parties), from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that we ever had or may have, arising from or in any way related to our hiking activities organized, promoted, hosted or sponsored by the Philadelphia Trail Club, whether caused by the negligence of the released parties or otherwise, provided that this waiver of liability does not apply to any acts of gross negligence, or intentional, wilful or wanton misconduct.

We understand that the activities that we will participate in are inherently dangerous and may cause serious or grievous injuries, including bodily injury, damage to personal property and/or death. On behalf of ourselves, heirs, assigns and next of kin, we waive all claims for damages, injuries and death sustained to usme or our property that we may have against the aforementioned released parties to such activity, whether caused by the negligence of the released parties or otherwise.

This WAIVER AND RELEASE contains the entire agreement between the parties, and supercedes any prior written or oral agreements between them concerning the subject matter of this WAIVER AND RELEASE. The provisions of this WAIVER AND RELEASE may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties.

We understand that the Philadelphia Trail Club does not maintain any insurance policy covering any circumstance arising from my participation in hiking events or any activity associated with or facilitating that participation. As such, we am aware that we should review our personal insurance portfolio.

It is our express intent that this WAIVER AND RELEASE shall bind the members of our family and spouses, if we are alive, and our heirs, assigns and personal representative, if we are deceased, and shall be deemed as a WAIVER AND RELEASE of the above-named released parties. We further agree that this WAIVER AND RELEASE shall be construed in accordance with the laws of the State of Pennsylvania.

We have read, understand, and fully agree to the terms of this WAIVER AND RELEASE. We understand and confirm that by signing this WAIVER AND RELEASE we have given up considerable future legal rights. We have signed this WAIVER AND RELEASE freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to us. Our signature is proof of our intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law.