

TOPOnexus • CENTER FOR LEARN LOCAL
RELEASE OF LIABILITY AND HOLD HARMLESS
AND INDEMNIFICATION AGREEMENT



PLEASE READ CAREFULLY BEFORE SIGNING.

THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

I acknowledge that my participation in the Wilderness Responder course hosted by TOPOnexus (an assumed name for Center for Learn Local, a Michigan nonprofit corporation) is voluntary.

I understand that by participating in this Wilderness Responder course hosted by TOPOnexus I will be participating in numerous and potentially dangerous activities.

I further understand that my participation in the Wilderness Responder course hosted by TOPOnexus involves various risks including, but not limited to, loss of or damage to property, injury or disability (including death), accidents or trauma, wilderness medicine drills and simulations, hiking on and off trail over rough terrain, outdoor activities at night time, being outside in inclement weather, collision with objects, crossing of streets and traffic, trips and falls, getting lost, etc. I expressly assume any and all known and unknown risks associated with my participation in this Wilderness Responder course hosted by TOPOnexus. I acknowledge and understand that the TOPOnexus staff will not be directly supervising me and that I am responsible for my own safety.

I do hereby agree to **Release, Hold Harmless, Indemnify and Defend** TOPOnexus I, its agents, officers, volunteers, employees and all other persons or entities acting on its behalf from any and all rights, claims of liabilities, lawsuits, injuries, losses, damages, expenses (including attorney's fees and court costs), and/or causes of action of any kind or character whatsoever, including those caused by the negligent acts or omissions of any or all of TOPOnexus staff, that may arise directly or indirectly from my participation in TOPOnexus program and/or from the condition of any property, facilities or equipment used for TOPOnexus programming. I expressly agree **NOT TO SUE** TOPOnexus or any of its agents, officers, volunteers, employees or anyone acting on its behalf. I understand this **Release of Liability and Hold Harmless and Indemnification Agreement** shall be binding upon my assignees, subrogees, distributees, heirs, next of kin, executors, personal representatives and administrators and may be pled by TOPOnexus as a complete bar and defense against any and all claims, demands, or causes of action brought by myself.

It is my intent that this **Agreement** shall be construed to provide the broadest waiver and release of liability on my behalf allowed by law for TOPOnexus, and the broadest indemnification obligation on my behalf. I further certify that I do not have a medical or physical condition which could interfere with my safety in this activity.

I further agree to **Indemnify, Hold Harmless and Defend** TOPOnexus from any damage, costs, expenses, including actual attorney fees and costs without limitation which TOPOnexus may sustain as a result of my participation in this Wilderness First Responder course hosted by TOPOnexus.

I authorize and consent to the use of photographs, video, film and sound recordings of me and/or my image or likeness for any legitimate purposes, including marketing.

I acknowledge and agree to abide by any rules for TOPOnexus that may be posted on the TOPOnexus website or otherwise made known to me.

I hereby expressly agree that (1) this Agreement shall be governed and construed according to the laws of the state of Michigan without regard to its conflict of laws provisions and (2) any action or proceeding concerning any claim or the meaning or effect of any provision of the Agreement shall be conducted only in the state courts located in Emmet County, Michigan, and that for such purposes, I expressly submit to the jurisdiction of such courts.

I hereby expressly agree that if any portion of this Agreement is held invalid, the balance of the Agreement shall nonetheless continue in full legal force and effect.

I HAVE CAREFULLY READ THE FOREGOING RELEASE OF LIABILITY AND HOLD HARMLESS AND INDEMNIFICATION AGREEMENT. I UNDERSTAND ITS CONTENTS. I HAVE THE AUTHORITY TO ENTER INTO IT AND I VOLUNTARILY SIGN IT WITH NO RESERVATIONS AND WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

I AM 18 YEARS OLD OR OLDER AND HAVE LEGAL CAPACITY TO ENTER INTO THIS AGREEMENT.

Dated

Signature

Printed Name

FOR OFFICE USE ONLY: TOPO AS HOST