



2021 Sheltowee Trace Association

Acknowledgement of Participants Responsibility,

Express Assumption of Risk, and Release of Liability

This 2021 Participant Release of Liability (“Release”) covers all activities that I may participate in during calendar year 2021 hosted, sponsored, lead by the Sheltowee Trace Association (STA), which may include volunteering, guided or unguided hikes, trail maintenance, special events and other programs and opportunities.

I (**PRINT NAME** *: _____) have chosen to participate in activities with the Sheltowee Trace Association (STA). In consideration for being allowed to participate, I willingly and expressly assume all inherent and other risks associated with my participation, and as a condition of my participation in the STA program, I grant this Release of Liability.

ASSUMPTION OF RISK: I understand that, during my participation in an STA hosted, sponsored, lead activity in 2021 there are inherent risks that include, but are not limited to: physical or emotional injury, property damage, and death (“Injuries and Damages”) from exposure to the hazards of travel, from the condition of any property, facilities or equipment used in connection with the activity, and from the actions, negligence, or failure to act of myself or others, including the designated STA leader and STA employees, volunteers and directors. Risks and hazards include but are not limited to: exposure to extreme or inclement weather; passage through bodies of water; unmarked and unprotected topographic hazards such as cliffs, ravines, caves, roots, falling trees or rocks; exposure to venomous or poisonous insects, reptiles or plants; use of sharp cutting tools; exposure to chemical pesticides; possible exposure to infectious diseases, including but not limited to MRSA, influenza, and COVID-19; and risks associated with strenuous physical activity. I have listened carefully to the hazards as outlined by the activity leader or as presented in a media-based briefing. I further understand that I may be exposed to a variety of hazards and risks, foreseen or unforeseen, which are inherent in each activity hosted, sponsored, or lead by the STA and cannot be eliminated without destroying the unique character of the event.

The Sheltowee Trace Association (STA) and its Chapters have not tried to contradict or minimize my understanding of these risks. I know that Injuries and Damages can occur by natural causes or activities of other persons, animals, trip members, trip leaders and assistants or third parties, either because of negligence or other reasons. I understand that risks of such Injuries and Damages are involved in adventure program opportunities provided by the STA and its Chapters and I appreciate that I may have to exercise extra care for my own person and for others around me in the face of such hazards. I further understand that on events organized by the STA and its Chapters there may not be rescue or medical facilities or expertise necessary to deal with the injuries and damages to which I may be exposed.

RULES: In consideration for my acceptance as a participant in the 2021 STA Programs and the services and amenities to be provided in connection with said programs and activities, I confirm my understanding that:

1. I understand and agree to abide by all instructions, rules and regulations of the Sheltowee Trace Association and the designated activity leader regarding safety and the use of equipment, including the current Sheltowee Trace Association COVID-19 Protocols & Safety Plan.
2. I have read OR BEEN BRIEFED and agree to comply with the law(s), rule(s), and order(s) of the USDA Forest Service, National Park Service, Commonwealth of Kentucky, State of Tennessee, and conditions applicable to the STA and its Chapter sponsored Outdoor Recreation and Maintenance Programs.
3. I shall pay any costs and fees for this STA and or Chapter outdoor event; and I acknowledge my participation is at the discretion of the leader.
4. All STA and Chapter Outdoor Recreation Events and maintenance activities officially begin and end at the location(s) designated by the STA and or its Chapters. While the STA and Chapter events may or may not include carpooling, transportation, or transit to and from the organized events, I am personally responsible for all risks associated with this travel.
5. If I decide to leave early and not to complete the STA and or Chapter event as planned, I assume all risks inherent in my decision to leave and waive all liability against the STA arising from that decision. Likewise, if the leader has concluded the STA and or Chapter event, and I decide to go forward without the leader, I assume all risks inherent in my decision to go forward and waive all liability against the STA arising from that decision.

6. This Agreement is intended to be as broad and inclusive as is permitted by law. If any provision or any part of any provision of this Agreement is held to be invalid or legally unenforceable for any reason, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.
7. To the fullest extent allowed by law, I agree **to WAIVE, DISCHARGE CLAIMS, AND RELEASE** the Sheltoewe Trace Association and its Chapters, their officers, directors, employees, agents, and leaders **FROM ANY AND ALL LIABILITY** on account of, or in any way resulting from Injuries and Damages, even if caused by negligence of anyone connected in any way with the STA and or Chapter Outdoor Recreation Program activities. I further agree to **HOLD HARMLESS** STA organizers and their officers, directors, employees, agents, and leaders from any claims, damages, injuries, or losses caused by my own negligence while a participant on the outing. I understand and intend that this assumption of risk and release is binding upon my heirs, executors, administrators, and assigns, and includes any minors accompanying me on the STA and or Chapter Outdoor Recreation or maintenance activity.
8. I have read this document in its entirety and I freely and voluntarily assume all risks of such Injuries and Damages and notwithstanding such risks, I agree to participate in a 2021 STA and or Chapter event or activity.
9. I understand, and I agree that STA and or Chapter organizers have the right to cancel this outing at any time and shall notify me via email, phone, or postings to social media. It is my responsibility to check for cancellation before leaving for the designated assembly point.
10. **“WARNING:** Under Kentucky law, there is no liability for an injury to or death of a participant in an agritourism activity conducted at this agritourism location if the injury or death results exclusively from the inherent risks of the agritourism activity and in the absence of negligence. You are assuming the risk of participating in this agritourism activity.” KRS 247.8091(2).
11. **Release of Publicity Rights:** I hereby grant and convey unto the Sheltoewe Trace Association (STA) all rights, title, and interest in any and all photographs, images, and video, audio recordings made by the STA during the activity or program, including but not limited to any royalties, donations, proceeds, or other benefits derived from such photographs or recordings. I further authorize the STA to publish said images, recordings, and videos, at will on the website and in other media for advertising and other use as the STA deem appropriate.
12. **Duration:** I understand and agree that this Release shall remain in full force and effect and shall cover all activities that I may participate in during calendar year 2021, unless I expressly rescind this Release by written notification delivered to the STA. I further understand and agree that this Release shall expire on December 31, 2021, and that I will be required to execute a new release of liability in order to participate in any STA related program or activity thereafter.
13. **Other:** I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the Commonwealth of Kentucky, and that this Release shall be governed by and interpreted in accordance with Kentucky law. I agree that in the event that any clause or provision of this Release is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of the Release, which shall continue in full force and effect. **I EXPRESSLY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY DISPUTE INVOLVING A MATTER COVERED BY THIS RELEASE**. By signing below, I acknowledge and affirm that I have read, understood, and executed this Release as of the date first above written

(Items with Astrick [*] are Required to participate. The STA does not share personal information to outside individuals or groups unless required by the USDA Forest Service or the National Park Service)

Phone *: _____ Email *: _____

Address*: _____

Signed*: _____ Date*: _____

MINOR PARTICIPANT

If you are a minor (under age 18), your parent or legal guardian must sign this Agreement on your behalf. I hereby agree and consent to the foregoing Agreement on behalf of the minor below.

Name and Age of Minor *: _____ Age* _____

Signature of Parent or Guardian *: _____ Date*: _____