

The Buck Hill Conservation Foundation Trail Gang



RELEASE OF LIABILITY

THIS IS A CONTRACT – PLEASE READ CAREFULLY AS IT CONCERNS YOUR RIGHTS.

Activity Organizer: The Buck Hill Conservation Foundation (“Sponsor”)

Activity Description: 2023 Buck Hill Trail Gang (“Activity”)

In consideration of being allowed to participate in the Activity, **IF I, OR THE MINOR FOR WHOM I AM A PARENT OR GUARDIAN, AND FOR WHOM I AM SIGNING THIS RELEASE OF LIABILITY IS INJURED** while participating in the Activity or while present on the Sponsor's property, **I AGREE TO BE LEGALLY BOUND** by the promises set forth below. I understand that the term “Sponsor” includes the Sponsor identified above, its members, officers, directors, agents, servants, and employees and, if not owned by the Sponsor, the owners of the land on which the Activity is taking place (that land, the “Property”).

- **I WILL NOT SUE** the Sponsor.
- **I FOREVER RELEASE** the Sponsor from any and all liability whatsoever.
- **I WILL INDEMNIFY AND HOLD HARMLESS** the Sponsor from any loss, liability, damage, or cost of any kind that may occur whatsoever.
- **I AGREE THAT THE ABOVE PROMISES ARE LEGALLY BINDING** even if I contend that my injuries are wholly or partly the result of **NEGLIGENCE** or other **CONDUCT** on the part of Sponsor for which a release is not contrary to public policy.
- I voluntarily **ASSUME THE RISK OF INJURY OR EVEN DEATH** while participating in the Activity or entering the Property. **I UNDERSTAND THAT THE SPONSOR HAS NO DUTY OR OBLIGATION TO PROVIDE EMERGENCY FIRST AID OR MEDICAL CARE TO ME OR THE PERSON FOR WHOM I AM SIGNING THIS RELEASE OF LIABILITY.** However, If I am injured, I authorize Sponsor to provide EMERGENCY FIRST AID and any medical or first aid personnel to provide MEDICAL CARE until such time as I or someone authorized by my medical care power of attorney or otherwise by law is able to act on my behalf.
- I understand that the Activity may be **INHERENTLY DANGEROUS.**
- I recognize my responsibility to **INSPECT** and **MAINTAIN** trails and other facilities within the Property, to exercise **GOOD JUDGMENT**, to **ACT RESPONSIBLY**, and to **OBEY** all of Sponsor's oral or written guidance, instructions (including signage), and warnings.
- I agree to **OBEY** all federal, state, and local laws while on the Property.
- **I AGREE** that the promises set forth above also apply to any **LOSS OF OR DAMAGE** to any of my belongings for which Sponsor may be legally liable in connection with the Activity including any transportation or storage.
- I release to Sponsor and authorize Sponsor to produce, reproduce, broadcast, and otherwise use **PHOTOS, VIDEOS**, and other depictions, likenesses, or images of me, in any media form in connection with my attendance at or participation in the Activity, without compensation, for an unlimited duration.
- **I UNDERSTAND** that this **RELEASE OF LIABILITY** is intended to be as broad and inclusive as permitted by the laws of the Commonwealth of Pennsylvania and **AGREE** that if any portion of this **RELEASE OF LIABILITY** is invalid, the remainder will continue in full legal force and effect.
- **I REPRESENT** that, to my knowledge, I, or the minor for whom I am a parent or guardian and for whom I am signing this **RELEASE OF LIABILITY**, am/is in good health and suffer(s) no physical impairment that would or should prevent my/his/her participation in the Activity.

I am **18 YEARS OF AGE OR MORE** or I am **SIGNING AS PARENT OR GUARDIAN** of a minor child with the consent of the other parent or guardian (if any). I understand that I may be giving up the rights of my child and spouse to sue as well as giving up my own right to sue. I have read and understood these promises and am **VOLUNTARILY** signing **below INTENDING TO BE LEGALLY BOUND**.

Date: _____ Signature: _____

Required Information for Activity Participant:

Name(s): _____ Birthdate (if a minor): _____

Address: _____

Printed name of person signing for a minor: _____