

FORTY-SIXER LIABILITY WAIVER

WORK DATE(S)--May 15-October 12, 2020

Crewmember Responsibility, Express Assumption of Risk and Release of Liability

I understand that during participation in trailhead stewarding, I may be exposed to a variety of hazards and risks, foreseen and unforeseen, which are inherent in the work. These risks include, but are not limited to, the danger of serious personal injury, property damage and death (injuries and damage) from the hazards of trailhead stewarding and the Forty-Sixers have not tried to contradict or minimize my understanding of these risks. I know that injuries and damage can occur by natural causes or activities of other persons, animals, or other third parties, either as a result of negligence or for other reasons. I understand that risk of such injuries or damage are inherent in trailhead stewarding activities and I appreciate that there may not be rescue or medical facilities or expertise necessary to deal with the injuries and damage to which I may be exposed. I confirm I have no medical conditions which would affect my safety or ability to conduct trailhead stewarding work.

In consideration for my participation in trailhead stewarding activities, I confirm my understanding that: (1) I acknowledge that my participation is at the discretion of the 46ers. (2) The trailhead stewarding outing officially begins and ends at the location designated by the 46ers and does not include carpooling, transportation, or transit to and from the designated location. I am personally responsible for all risks associated with this travel. I will also accept responsibility for all risks associated with transportation provided by the 46ers or others during the outing. (3) If I decide to leave early and not complete the activity as planned, I assume all risks inherent in my decision and waive all liability against the Forty-Sixers arising from that decision. (4) I understand that as a trailhead steward volunteer, my photograph may appear on the Forty-Sixer web site, in Peeks or in other club media. (5) This agreement is intended to be as broad and inclusive as 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. (6) To the fullest extent allowed by law, **I agree to waive, Discharge Claims, and Release from Liability the Forty-Sixers, its Officers, Directors, and Agents from any and all liability on account of, or in any way resulting from injuries and damage, even if caused by negligence of the Forty-Sixers, its Officers, Directors and Agents in any way connected with the trailhead stewarding activity. I further agree to hold harmless the Forty-Sixers, its Officers, Directors, and Agents from any claims, damages, injuries or losses caused by my own negligence while a participant on trailhead stewarding. 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 this outing.**

I have read this document in its entirety and freely and voluntarily assume all risk of such injuries and damages and notwithstanding such risks, I agree to participate in trailhead stewarding.

Date

Name (printed)

Signature
