



Ouachita Mountain Hikers **PARTICIPANT'S WAIVER AND RELEASE OF LIABILITY**

In consideration of being allowed to participate in activities of the so-named "**OUACHITA MOUNTAIN HIKERS**" (the "Club"), I, the undersigned ("Participant") for myself, my personal representatives, assigns, heirs, and next of kin acknowledge and agree as follows:

I acknowledge and agree that the Club is merely an unincorporated gathering of individuals whose primary purpose is to engage in hiking and other activities. I understand the nature of the Club's activities, and that participation in these activities carries inherent risks, including but not limited to hiking in areas distant from professional medical care, in varying weather conditions, and on paths that may feature natural or man-made obstacles, known or unknown, that are dangerous and pose physical challenges. I further understand that participation in Club activities involves significant physical exertion. I understand that these inherent risks and dangers, whether known or unknown, may lead to serious injury, or even to permanent injury or death. I acknowledge and agree that my safety is primarily my own responsibility, and I agree to observe any rules and practices that may be employed to minimize the risk of injury. I agree and warrant that if at any time I believe the conditions of the activities to be unsafe, or to be in excess of my physical abilities, I will immediately discontinue further participation in the activity. If I decide to leave early and not complete the activity as planned, I assume all risks inherent in my decision to leave. In full understanding of the risks of these activities, I acknowledge that I am qualified and in proper physical condition to participate in them, and willingly agree to comply with the customary terms and conditions of participation.

I acknowledge and agree that no standard of care of any kind whatsoever is promised by the Club or any individuals participating in the Club's activities whether as participants alone or as participant "leader," "planner," "coordinator," or any other designation associated with the Club's activities. Accordingly, **I fully assume the risk of participating in any activity organized by the Club, as one assumes the risk of engaging in any activity with full knowledge of his or her own limitations or potential limitations.**

Understanding the above, I voluntarily, knowingly, and intelligently waive, release, discharge and covenant not to sue the Club, its members, officers and agents from any and all liability or claims for damages including, but not limited to, all actions, causes of actions, claims and demands for compensation for injury of loss, known or unknown, which may be traced either directly or indirectly to me and alleged to be caused in whole or in part by the negligence of the Club, its members, officers or agents, including negligent rescue operations. I further agree that if, despite this Waiver and Release, I or anyone on my behalf makes a claim against the Club, its members, officers or agents, I will indemnify and hold harmless each of them from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as the result of such claim.

I understand the nature and extent of this Waiver and Release and state that I am legally competent to execute it. I fully understand its terms and that I have given up substantial rights by signing it. I have signed it freely and without any inducement and intend it to be a complete and unconditional waiver and release of all liability to the greatest extent allowed by law. I agree that if any portion of this Waiver and Release is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

PRINTED NAME: _____

SIGNATURE: _____ DATE: _____

If Participant is under 18, a guardian must also sign below:

As guardian of the above-identified Participant, I acknowledge and agree that I have reviewed this Waiver and Release with the Participant, have fully answered any and all questions, and have allowed the Participant to sign it without any inducement on my part.

SIGNATURE (guardian of minor participant): _____ DATE: _____