

CHARLOTTE CAVING CLUB
– RELEASE OF ALL CLAIMS AND ASSUMPTION OF RISK –

Because participation in certain recreational activities or outings may require physical activity with risk of personal injury, it is the policy of Charlotte Caving Club to require participants to execute this Release Form. In consideration for participating in Charlotte Caving Club, I, the undersigned, fully recognize and appreciate the dangers and hazards inherent in outdoor adventure trips, recreational activities, and transportation to and from such activities, including but not limited to, rock/ice climbing, white water rafting, sea kayaking and canoeing, fishing trips, water and snow skiing, snowboarding, paintball, caving, mountain biking, road biking, hiking, challenge courses, and camping, to which I may be exposed during my participation in these activities. I agree to assume all the risks and responsibilities surrounding my participation in such activities and agree to adhere to all rules and regulations as set forth by Charlotte Caving Club and the National Speleological Society. I understand that I could suffer property damage and, no matter how physically fit I might be, I could suffer bodily harm as a result of my participation in outdoor adventure trips and recreational activities.

Examples of potential dangers and risks include the hazards of travel to and from the activity, equipment failure, impact or collision with other participants, crashes, and falls; minor injuries such as muscle strains, sprains, abrasions, and cramps; major injuries such as broken bones; and life-threatening injuries such as spine, head, neck injuries, drowning, hypothermia, heat exhaustion, heart failure, or death. These examples are not intended to be all-inclusive, but merely to exhibit my awareness of the risks I may be exposed to as a result of my participation in outdoor adventure trips and recreational activities. I understand that I voluntarily choose to participate in Charlotte Caving Club activities and assume all risks associated with such participation. I DO HEREBY RELEASE AND FOREVER DISCHARGE CHARLOTTE CAVING CLUB, ITS OFFICERS, TRUSTEES, AND AGENTS, FOR MYSELF AND FOR MY HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS, FROM ALL CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION FOR PERSONAL INJURY OR PROPERTY DAMAGE, WHETHER KNOWN OR UNKNOWN, ANTICIPATED OR UNANTICIPATED, THAT I MAY SUSTAIN IN CONNECTION WITH MY PARTICIPATION IN CHARLOTTE CAVING CLUB ADVENTURE TRIPS AND RECREATIONAL ACTIVITIES, INCLUDING CLAIMS ARISING FROM THE GROSS NEGLIGENCE OF CHARLOTTE CAVING CLUB. I FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS CHARLOTTE CAVING CLUB, ITS OFFICERS, TRUSTEES, AND AGENTS, FROM ANY AND ALL LOSS, LIABILITY, DAMAGE OR COSTS THAT IT OR THEY MAY INCUR AS A RESULT OF MY PARTICIPATION IN THESE ACTIVITIES OR ARISING FROM ANY OF MY ACTS OR OMISSIONS TO THE MAXIMUM EXTENT PERMITTED BY LAW. I EXPRESSLY WAIVE ANY STATUTE WHICH WOULD OTHERWISE PROHIBIT OR LIMIT THE RELEASE OR DISCHARGE OF FUTURE UNKNOWN OR UNANTICIPATED CLAIMS, DEMANDS, INJURIES, OR DAMAGES.

I acknowledge that it is my sole obligation to maintain in force a policy or policies of health and accident insurance at all times while participating in Charlotte Caving Club adventure trips and

recreational activities, and that Charlotte Caving Club has no obligation to provide any such coverage for me.

I grant Charlotte Caving Club the right to use any photographs or video taken by Charlotte Caving Club of me during my participation in the above-stated activities for promotional purposes. The photos and/or video may be seen on local TV news and in Charlotte Caving Club promotional materials or advertisements. I understand that I do not have the right to decide what the material states or how the pictures or video will be used. I understand that I will not be paid if Charlotte Caving Club uses the pictures or video.

I have carefully read the foregoing release and fully understand its contents. I declare and represent that no promise, inducement, or agreement not expressed above has been made to me. I hereby affirm that I am at least 18 years of age and am fully competent to contract.

Signature of Participant

Date

Printed name of Participant

Emergency Contact (Name and phone number)

Relationship

If Participant is under the age of 18, Parent or Legal Guardian signature is required:

Signature of Parent/Guardian

Date

Printed name of Parent/Guardian