



## Participant Agreement, Release and Acknowledgment of Risk

In consideration of the services of Hiking Along, LLC., their employees, consultants, owners, volunteers, participants and all other persons or entities acting in any capacity on their behalf, I hereby agree to release and discharge Hiking Along, LLC. on behalf of myself, my children, personal representative and estate as follows:

1. I acknowledge that hiking entails known and unanticipated risks which could result in physical and emotional injury, paralysis, death or damage to myself, to property, or third parties. I understand that such risks simply cannot be eliminated without jeopardized the essential qualities of the activity. The risks included among other things: Hazards of walking on sometimes slippery and uneven terrain, the potential for slips/falls, twist and jolts that could result in scratches, bruises, sprains, lacerations, fractures, concussions or even more life threatening hazards. The use of all types of outdoor equipment, the forces of nature including flooding, lightning and sever weather changes, drowning, being submerged, entrapped, exposure to insect, snake and animal bites, disease contracted from animals, plants, water or air, becoming very wet, cold or hypothermic, overheated or heat exhaustion. My own physical condition and the physical exertion associated with the activity.
2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge and agree to indemnify and hold harmless Hiking Along, LLC. from any and all claims, demands or causes of action, which are in any way connected with my participation in this activity or my use of Hiking Along, LLC.'s equipment and facilities, including any such claims which allege negligent acts of omissions of Hiking Along, LLC.
4. Should Hiking Along, LLC. or anyone acting on behalf, be required to incur attorney's fee and cost, I agree to indemnify and hold them harmless for all fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating or else I agree to bear the cost of such injury or damage to myself. I further certify that I have no medical or physical conditions which may interfere with my safety in this activity, or else I am willing to assume and bear the costs of all risks that may be created directly or in directly, by any condition.
6. In the event that I file a law suite against Hiking Along, LLC., I do solely in the state of Maryland. I further agree that the substantive law of that state shall apply in that action without regard of the law against Hiking Along, LLC. on the basis of any claim from which I have released them from herein.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Hiking Along, LLC. on the basis of any claim from which I have released them from herein.

I have had sufficient opportunity to read this entire document. I have read and understand. I agree to be bound by it's terms.

Name of Participant: \_\_\_\_\_ Date \_\_\_\_\_

Signature of Participant: \_\_\_\_\_

In consideration of \_\_\_\_\_ (child's name) being permitted by Extracurricular to participate in it's activities and to use it's equipment and facilities, I further agree to indemnify and hold harmless Hiking Along, LLC. from any and all claims which are brought by, or on behalf of the minor and which are in any way connected with such use of participation by a minor.

Name of Parent: \_\_\_\_\_ Date \_\_\_\_\_

Signature of Parent: \_\_\_\_\_