

VOLUNTEER TRAIL WORK RELEASE OF LIABILITY & CONTACT INFORMATION

In consideration of my participation (or the participation of the minor identified herein) in a trail work event (the "Event") organized by Heart of the Highlands Trail System ("HOH"), I agree to the following Release of Liability and Covenant Not to Sue (the "Release")

1. Acknowledgment and Assumption of Risks. I understand that participating in the Event is potentially dangerous and it involves significant risks of personal injury, death, and property damage. I understand that some risks are foreseeable, including but not limited to risks associated with the following, and other risks are unforeseeable: (i) risks associated with walking or bicycling over rough and rugged terrain; (ii) carrying, and using in close proximity to others, sharp and/or heavy tools and/or machinery (by means of example, axes, chainsaws, roto-tillers, and other mechanized trail building equipment); and/or (iii) the negligence of HOH and/or other Event sponsors, volunteers, and/or participants. I hereby assume and accept responsibility for all risks of personal injury, death, and property damage which might be associated with my participation in the Event whether known or unknown and whether attributable to my actions or inactions or the actions or inactions (including negligence) of anyone else.

2. Release of Liability and Covenant not to Sue. I hereby release and discharge HOH, Event sponsors, owners of any real and/or personal property that is part of the Event including Federal and State agencies, and all of their respective directors, officers, members, volunteers, employees, and agents (collectively, the "Released Parties") from any responsibility, liability, claims, damages, costs and expenses (including attorneys' fees), and from any causes of action either known or unknown, relating to or arising out of my participation in the Event (collectively, "Liabilities and Claims"). Further, I hereby covenant not to sue or assert any claim against the Released Parties relating to or arising out of my participation in the Event.

3. Indemnity. I agree to indemnify and hold harmless the Released Parties from and against any Liability and Claims attributable to personal injury or death, or to damage or destruction of property relating to or arising out of my participation in the Event. If I am signing this Release on behalf of a minor, I agree to indemnify and hold harmless the Released Parties from and against any Liabilities and Claims attributable to personal injury or death, or to damage or destruction of property relating to or arising out of the participation in the Event by such minor, including any claims made by or on behalf of such minor.

4. Representations. I represent that: (i) I am 18 years old or older; (ii) I know of no reason, medical or otherwise, which would prevent me from participating in the Event; and (iii) I understand and agree that this Release is binding upon me, and my heirs and assigns; and (iv) if I am signing this Release on behalf of a minor, I represent that I have full legal authority to do so and realize the binding effect of this Release on them, as well as on myself.

5. Consent to Medical Treatment. If I, or the minor on whose behalf I am signing this Release, is injured or becomes ill, I consent to and authorize the provision of emergency first aid or medical treatment; however, I understand that nobody shall have any obligation to provided first aid or medical treatment.

6. Photo/Video Release. I grant permission to HOH to take (or cause others to take) photographs and videos of me during the Event, and to use the same for any purpose including but not limited to promoting, advertising and marketing.

7. Execution by Parent/Guardian. If I am signing this Release on behalf of a minor, the pronouns "me" and "my" when used in reference to participation in the Event shall refer to the minor (e.g., my participation shall mean the minor's participation).

8. Interpretation and Venue. This Release shall be construed according to the laws of the state of West Virginia. Any action arising out of the Event or this Release shall be brought in the courts of the state of West Virginia.

9. Electronic Execution. I acknowledge that by the affirmative act of checking the box below, I am signing this Release.

I, THE UNDERSIGNED, HAVE CAREFULLY READ THIS RELEASE, I FULLY UNDERSTAND ITS TERMS AND I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND I INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF RELEASED PARTIES TO THE GREATEST EXTENT ALLOWED BY LAW.

Printed Name: _____ Signature: _____

EMAIL: _____ Phone: _____

Address: _____

Minor name if Applicable: _____ Date: _____

(You will be added to our email list and notified about upcoming trail work and volunteer opportunities.)