

Top of the Hill Gang Member Release and Indemnification Agreement

ACKNOWLEDGMENT OF RISKS, ASSUMPTION OF RISKS, AND RELEASE AGREEMENT FOR TOP OF THE HILL GANG, INC. VOLUNTEER-LED ACTIVITIES

PLEASE READ THIS ENTIRE DOCUMENT CAREFULLY BEFORE SIGNING.

In consideration of the services of the Top of the Hill Gang, Inc., a not-for-profit corporation, organized and existing under the laws of Massachusetts, including all officers, representatives, volunteers including leaders and co-leaders), members and all other persons or entities associated with it (collectively referred to in this document as **TOHG**), I acknowledge and agree as follows:

TOHG volunteer-led educational and/or recreational activities may include, but are not limited to hiking, bicycling, skiing, canoeing, kayaking, golf, walking, camping and tennis, use of facilities and transportation or travel to and from activities (referred to in this document as 'activities' or 'these activities').

The leaders of these activities are volunteers. They are not paid professional guides or leaders. In all activities, all participants share in the responsibility for their own safety and the safety of the group. I take responsibility for having appropriate skills, physical conditioning, equipment and supplies for these activities. These activities include inherent and other risks, hazards and dangers that can cause or lead to injury, property damage, illness, mental or emotional trauma, paralysis, disability or death to participant or others. Some, but not all of these risks, hazards and dangers include: hazardous and unpredictable ground, water or weather conditions; misjudgments made by leaders, co-leaders, participants or others; travel in remote areas that can cause delays in transportation, evacuation and medical care; equipment that can fail or malfunction; the potential that the participant or others (e.g. co-participant, driver, medical and rescue personnel may act carelessly or recklessly. I understand that TOHG leaders or other personnel cannot assure participant's safety or eliminate these risks. I am voluntarily participating with knowledge of the risks. Therefore, I assume and accept full responsibility for the inherent and other risks of these activities (both known and unknown), and for any injury, damage, death or other loss suffered by me, resulting from those risks.

I agree to release and not to sue TOHG (as TOHG is defined above) in regard to all claims, liabilities, suits, or expenses (Hereafter collectively 'claim' or 'claims'), including claims caused or alleged to be caused by the negligence of TOHG (but not its gross negligence or intentional or reckless misconduct), for any injury, damage, death or other loss to me in any way connected with my participation in these activities, or my use of TOHG equipment or facilities. I understand I agree here to waive all claims I may have against TOHG, and agree that neither I, nor anyone acting on my behalf, will make a claim or file a lawsuit against TOHG.

I agree that the substantive laws of Massachusetts govern this Document and all other aspects of my relationship with TOHG, and that any mediation, suit, or other proceeding must be filed or entered into only in Massachusetts. Any portion of this Document deemed unlawful or unenforceable shall not affect the remaining provisions, and those remaining provisions shall continue in full force and effect.

I HAVE CAREFULLY READ, UNDERSTAND AND VOLUNTARILY SIGN THIS DOCUMENT AND ACKNOWLEDGE THAT IT SHALL BE EFFECTIVE AND BINDING UPON ME, MY MINOR CHILDREN AND OTHER FAMILY MEMBERS AND MY HEIRS, EXECUTORS, REPRESENTATIVES AND ESTATE.

Name (Print)

Date: _____

Name (Sign)

Emergency Contact Name

Phone #.

Relationship