



Erie Outing Club, Inc. Release Form

Notice: This release form is a contract with legal consequences. Read carefully before signing.

In consideration of my signing this release form for the Erie Outing Club, Inc. activities, I hereby freely agree to and make the following contractual representations and agreements.

I fully realize the danger of participating in the activities listed below and any other activities which are sponsored by the EOC. I fully assume the risks associated with such participation, including, by way of example, and not limitation, the following: the danger of equipment failure, inadequate safety equipment, weather conditions, inadequate personal skill, inadequate leadership; and knowingly acknowledge the possibility of serious physical and/or mental trauma or injury associated with participation.

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|---------------|------------------------|-----------------------|-------------------------------|
| Alpine Skiing | Mountaineering | Sky Diving | Wildlife Observation |
| Backpacking | Nordic Skiing | Snorkeling | Windsurfing |
| Bicycling | Orienteering | Snow Boarding | Mountain Biking |
| Camping | Outdoor Photography | Snowshoeing | Sea Kayaking |
| Canoeing | Outdoor Skills Classes | Spelunking | |
| Hang gliding | Rock Climbing | Surfing | And <u>any other activity</u> |
| Hiking | Roller Blading | Swimming | or sport not in conflict |
| Ice Climbing | Rowing | Target Shooting | with the Bylaws and |
| Ice Skating | Running | Tobogganing | sanctioned by the |
| Kayaking | Sailing | Trap & Skeet Shooting | activities chairperson |
| Kite Flying | Scuba Diving | Whitewater Rafting | or the executive board. |

I hereby waive, release and discharge for myself, my heirs, executors, administrators, legal representatives, assigns, and successors in interest (hereinafter collectively "successors") any and all rights and claims which I have or which may hereafter accrue to me against the Erie Outing Club, Inc. and/or any other sponsors of this activities, the promoter and any promoting organization(s), property owners, law enforcement agencies, all public entities, special districts, and properties (and their respective agents, officials and employees) through or by which the activities will be held for any and all damages which may be sustained by me directly or indirectly in connection with, or arising out of, my participation in or association with any of these activities, or travel to or return from any of these activities.

I agree it is my sole responsibility to be familiar with the required skills for participation in the activities and any special requirements, regulations, or rules for the activities. I understand and agree that situations may arise during the activities which may be beyond the immediate control of the organizers, and I must continually participate so as to endanger neither myself nor others. I accept responsibility for the condition and adequacy of my equipment. **I will participate using the safety equipment which satisfies the requirements of the activities** that can protect against known injury possibilities. I have no physical or medical condition which, to my knowledge, would endanger myself or others if I participate in these activities, or would interfere with my ability to participate in these activities.

I agree, for myself and my successors, that the above representations are contractually binding, and are not mere recitals, and that should I or my successors assert my claim in contravention of this agreement, I or my successors shall be liable for the expenses (including legal fees) incurred by the other party or parties in defending, unless the other party or parties are finally adjudged liable on such claim for willful and wanton negligence.

This agreement may not be modified orally, and a waiver of any provision shall not be construed as a modification of any other provision herein or as a consent to any subsequent waiver or modification.

Last Name: _____ **First:** _____ **MI:** _____

Street Address: _____

City: _____ **State:** _____ **Zip:** _____

Cell Phone: _____ **Land Line:** _____

Signature: _____ **Date of Release:** _____