

**Hike / Activity Sign-Up
and Release/Waiver of Liability Sheet**



Hike/Activity: _____

Leader(s): _____ **Date:** _____

***Sign-In Sheet & Acknowledgment of Outing Member Responsibility,
Express Assumption of Risk, and Release of Liability***

Please read this Agreement carefully. This is a contract and your signature below indicates that you have read and understand and agree with every provision herein. If you are the parent or legal guardian of minor participant(s), you consent and agree to this Assumption of Risks, Release of Liability, and Indemnity on behalf of those minor individual(s).

In consideration for being allowed to attend and participate in the activity offered by NC High Peaks Trail Association, a North Carolina non-profit corporation ("High Peaks"), I on my own behalf, and on behalf of my minor child, agree and promise as follows:

INFORMED CONSENT TO AND ASSUMPTION OF RISK OF INJURY: Activities may include but are not limited to hiking, backpacking, camping, trail maintenance, and other outdoor recreation. I understand that due to the nature of the activity there are risks, including, but not limited to steep slopes, changing weather conditions, insects, snakes, bears and other animal encounters, falling and rolling rock, and hidden or unavoidable obstacles which can result in loss or damage to property and/or loss or damage to myself or my minor child, including injury, illness, disability, emotional and/or psychological trauma, and death. I also understand that naturally occurring disease processes (including but not limited to COVID-19), may exist in the community, including the forest lands and trails accessed by High Peaks. I agree that it is my responsibility to take appropriate actions to safeguard myself and to stay home if I have any symptoms of illness. I acknowledge that this activity involves risks, both known and unknown, that cannot be eliminated without jeopardizing the essential qualities of the activity. **I find and accept that the activities of High Peaks are reasonably safe and suited for my participation, and I understand, accept and assume the risks arising from these activities.** I acknowledge and agree that High Peaks does not provide transportation to or from any High Peaks activity, and that I am personally responsible to all risk associated with travel to and from any High Peaks activity.

RESPONSIBILITY FOR OWN SAFETY AND FITNESS TO PARTICIPATE: Decisions made by High Peaks trip leaders and other volunteers in activities are based on a variety of evaluations and perceived information which by nature may be imprecise and subject to error. Throughout the activity, I understand that High Peaks expects Participants to actively accept and take responsibility for their own safety. I attest that I do not have any past or current physical, emotional, or psychological conditions or issues that would prohibit or interfere with full participation in the High Peaks activity.

IF THE HIKE LEADER DEEMS THAT I AM NOT FIT ENOUGH TO COMPLETE THIS HIKE OR THAT I AM UNABLE TO KEEP UP WITH THE GROUP I WILL AGREE TO TERMINATE MY HIKE AND RETURN TO MY VEHICLE.

AUTHORIZATION FOR MEDICAL TREATMENT: In the event that medical treatment is needed and I am unable to act on my own behalf in this matter, I hereby authorize and give permission to High Peaks to seek, obtain, and consent to provide routine or emergency necessary medical treatment for me. I further hereby give permission to and authorize any medical care provider attending to me to secure and administer treatment for me as may be medically required. I agree to bear the cost of such treatment.

GENERAL RELEASE OF ALL CLAIMS, AND COVENANT NOT TO SUE: I, ON BEHALF OF MYSELF AND MY MINOR CHILD, MY HEIRS, AND/OR SUCCESSORS, DO HEREBY RELEASE, DISCHARGE, WAIVE, AND PROMISE NOT TO SUE HIGH PEAKS, ITS OFFICERS, DIRECTORS, BOARD, MEMBERS, TRIP LEADERS AND OTHER VOLUNTEERS, AND/OR OTHER PARTICIPANTS AND/OR ANY OTHER PERSONS OR ENTITIES ASSOCIATED WITH THE HIGH PEAKS ACTIVITY (HEREINAFTER "RELEASEES") FOR AND FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, LOSSES AND/OR DAMAGES FOR PROPERTY DAMAGE, PERSONAL INJURY, EMOTIONAL TRAUMA, AND/OR DEATH ARISING FROM AND/OR RELATED TO MY PARTICIPATION OR INVOLVEMENT IN THE HIGH PEAKS ACTIVITY.

INDEMNIFICATION: I, ON BEHALF OF MYSELF AND MY HEIRS, AND ANY MINOR PARTICIPANT, HEREBY AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS RELEASEES FOR AND FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, COSTS, INCLUDING REASONABLE ATTORNEYS' FEES, LOSSES OR DAMAGES FOR PROPERTY DAMAGE, PERSONAL INJURY, OR DEATH ARISING FROM OR RELATED TO MY OR MY MINOR PARTICIPANTS PARTICIPATION IN THE HIGH PEAKS ACTIVITY.

PHOTOGRAPHIC AND VIDEO RELEASE: I hereby authorize High Peaks to take photographs or videos that may include me, or my minor child and to use the same for websites, brochures, newsletters, or any other use in the discretion of High Peaks. If you wish to opt out, please circle your name on the signature portion on page two of this release.

GENERAL: This release shall be governed and interpreted in accordance with the laws of North Carolina and any action, lawsuit or other proceeding initiated by me or on my behalf, individually or collectively, shall only be brought or filed in State Superior Court located in Buncombe County, North Carolina. The terms of this agreement are the fully integrated contract between me and High Peaks and are reasonable and shall be effective and binding upon the undersigned and their heirs, the participant(s), estates, and personal representatives, and all members of the undersigned's family, both before and after any minor child reaches majority. In the event that any clause or part of this Agreement is determined or found to be invalid by any court of competent jurisdiction, this finding shall not otherwise affect the validity or enforceability of the remaining parts of this Agreement.

I HAVE READ, UNDERSTAND, AND ACCEPT THE TERMS AND CONDITIONS STATED HEREIN AND ACKNOWLEDGE THAT THE TERMS OF THIS AGREEMENT ARE REASONABLE AND SHALL BE EFFECTIVE AND BINDING UPON THE UNDERSIGNED AND THEIR HEIRS, THE PARTICIPANT(S) AND THEIR ESTATES AND PERSONAL REPRESENTATIVES, AND ALL MEMBERS OF THE UNDERSIGNED'S FAMILY, BOTH BEFORE AND AFTER ANY MINOR PARTICIPANT REACHES MAJORITY.

IF YOU HAVE TESTED POSTIVE FOR COVID OR SUSPECT YOU HAVE BEEN EXPOSED IT IS YOUR RESPONSIBILITY TO INFORM THE HIKE OR GROUP LEADER, WHO MAY DENY YOU ACCESS TO THIS EVENT.

Printed Name	Signature	Emergency Contact Name	Emergency Contact Phone
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