

ACKNOWLEDGEMENT AND ASSUMPTION OF RISK

and

WAIVER AND RELEASE FROM LIABILITY FOR CARTER NOTCH TRIP

READ COMPLETELY BEFORE SIGNING

The undersigned, being at least eighteen (18) years of age, and in consideration for acceptance, approval, and participation in the **2018 Carter Notch Trip** (hereafter referred to as **Carter Notch Trip**), offered by **OAC, Inc** (hereafter referred to as **OAC**), does hereby agree to this acknowledgement and assumption of risk and waiver and release of liability.

Acknowledgement and Assumption of Risk

_____ I HEREBY ACKNOWLEDGE AND ASSUME THE RISK of participating in the **Carter Notch Trip**. This event may include hiking, climbing, camping and other essential outdoor activities and takes place in an outdoor wilderness setting. Participants are expected to already have basic outdoor skills and experience and will be capable of self-supporting themselves throughout the event. This event necessarily includes inherent risks, hazards and dangers that can cause or lead to injury, illness, property damage, mental or emotional trauma, disability or death. The following describes some, but not all of those risks, hazards and dangers.

1. Risks due to Outdoor Environment – travel in mountainous and wilderness terrain, both on and off trails. Hazards may not be marked. Weather may be unpredictable, lightning, rain, snow, sleet, and other types of storms may occur at any time throughout the year. Fast moving water, ice, snow, and avalanche dangers may exist. Fallen or falling rocks or timber may impede or endanger. Insects may bite or sting, wild animals may attack, and other unknown or unanticipated dangers may exist.
2. Risks due to judgment – decision-making and risk-assessment mistakes, and misjudgment of participant capabilities, weather, terrain, water and other hazards, route location, may be made by leaders, co-leaders, and other participants during the event.
3. Risks due to travel – travel by foot, vehicle, or other means over difficult terrain, in bad weather, on dangerous roads, and with other travelers.
4. Risks due to geographic location – remote locations may make communication and transport difficult or even impossible. This may cause, among other things, delayed medical care and evacuation.
5. Risks due to equipment – equipment may break, fail, malfunction, or be otherwise unavailable for use during times of critical need.
6. Risks due to conduct – you, other participants, leaders, or third parties outside the group may act carelessly or recklessly.

These and other risks, hazards and dangers may result in participants: falling, being struck, colliding with objects or people, experiencing vehicle collision or capsize, reacting to poor weather or environmental conditions, reacting to high altitudes or other problems. These and other circumstances may cause hypothermia, heat sickness, frostbite, drowning, high altitude sickness, heart or lung problems, broken bones, sprains, strains or other orthopedic injuries, burns, wounds, nutritional-related illness, other injuries or illnesses, damage to personal property and gear, other losses, or even death.

By voluntarily agreeing to participate, you assume and accept full responsibility for yourself, for the inherent risks of these activities (both known and unknown), and for any injury, damage, death, or other loss you may suffer, resulting from those risks, and resulting from your own negligence or other misconduct.

Waiver and Release

_____ I HEREBY WAIVE AND RELEASE, indemnify, hold harmless and forever discharge **OAC** and its agents, employees, officers, directors, affiliates, successors and assigns, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that I ever had or may have, arising from or in any way related to my participation in any of the events or activities conducted by, on the premises of, or for

the benefit of, **OAC**, provided that this waiver of liability does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct.

I understand that the activities, in which I will participate, are inherently dangerous and may cause serious or grievous injuries, including bodily injury, damage to personal property and/or death. On behalf of myself, my heirs, assigns, administrators, executors and next of kin, I waive all claims for damages, injuries and death sustained to me or my property, that I may have against the aforementioned released party to such activity, including claims in tort, contract, equity or otherwise.

I acknowledge, agree, and represent that I understand the nature of the **Carter Notch Trip** activity and event and that I am qualified, in good health, and in proper physical condition to participate in such activities. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the activity.

By this Waiver, I assume any risk, and take full responsibility and waive any claims of personal injury; death or damage to personal property associated with **OAC** including but not limited to using the facility and its equipment in any manner, form or fashion, and practicing and/or engaging in any extreme sports, or action sports activities, events or other related activities on and off the premises.

This WAIVER AND RELEASE contains the entire agreement between the parties and supersedes any prior written or oral agreements between them concerning the subject matter of this WAIVER AND RELEASE. The provisions of this WAIVER AND RELEASE may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties.

The provision of this WAIVER AND RELEASE will continue in full force and effect even after the termination of the activities conducted by, on the premises of, or for the benefit of **OAC**, whether by agreement, by operation of law, or otherwise.

I have read, understand and fully agree to the terms of this WAIVER AND RELEASE. I understand and confirm that by signing this WAIVER AND RELEASE I have given up considerable future legal rights. I have signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law. I am 18 year of age or older and mentally competent to enter into this waiver.

Date

Printed Name

Signature

Printed Name of Parent or Guardian (if under 18 years old)

Parent or Guardian Signature (if under 18 years old)