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# THE PHILADELPHIA TRAIL CLUB

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## WAIVER AND RELEASE

I \_\_\_\_\_, hereby WAIVE AND RELEASE, indemnify hold harmless and forever discharge the Philadelphia Trail Club, its agents, officers, members, employees, volunteers, and board members (released parties), 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 our hiking activities organized, promoted, hosted or sponsored by the Philadelphia Trail Club, whether caused by the negligence of the released parties or otherwise, 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 that I will participate in 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 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 parties to such activity, whether caused by the negligence of the released parties or otherwise.

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 The provisions of this WAIVER AND RELEASE may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties.

I understand that the Philadelphia Trail Club does not maintain any insurance policy covering any circumstance arising from my participation in hiking events or any activity associated with or facilitating that participation. As such, I am aware that I should review my personal insurance portfolio.

It is my express intent that the WAIVER AND RELEASE shall bind the members of my family and spouses, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a WAIVER AND RELEASE of the above-named released parties. I further agree that this WAIVER AND RELEASE shall be construed in accordance with the laws of the State of Pennsylvania.

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 WAIVER AND RELEASE 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 years old or older and mentally competent to enter into this waiver. This agreement and its terms and provisions will include any minors who accompany me or who are under my care. I further agree that I shall assume responsibility for watching and caring for minor's safety and guarding against all hazards, natural or manmade, whether expressly mentioned in this WAIVER AND RELEASE or otherwise.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name