

A T L A N T A

EVERGREEN

LAKE SIDE RESORT

HIKING RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Express Assumption of Risk Associated with Hiking and Related Activities

Inherent hazards and risks include but are not limited to:

1. Risk of injury from the activity and equipment utilized is significant including the potential for permanent disability and death.
2. Falling, causing broken bones, severe injuries to the head, neck and back with may result in severe impairment or even death.
3. All "act of nature", including but not limited to avalanche, rock fall, inclement weather, thunder and lightning, severe and/ or varied wind, temperature, and other weather conditions.
4. Risks associated with cross, climbing or down-climbing of rock, snow and/ or ice.
5. Risks associated with river crossings, fordings, or portaging.
6. Possible equipment failure and/ or malfunction of equipment which may have been rented, borrowed, or personally owned.
7. My own negligence and/ or the negligence of others, including employees, agents, independent contractors or representatives of including but not limited to operator failure.
8. Cold weather and heat related injuries and illness including but not limited to frostnip, frost bite, heat exhaustion, heat stroke, sunburn, hypothermia and dehydration.
9. Attack by or encounter with insects, reptiles, and/ or animals.
10. Accidents or illness occurring in remote places where there are no medical facilities.
11. Fatigue chill, and/ or dizziness, which may diminish reaction time and increase the risk of accident.
12. My sense of balance, physical coordination, and ability to follow instructions.

****I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness or death.**

Release of Liability, Waiver of Claims and Indemnity Agreement

In consideration for being permitted to participate in any way in hiking and related activities, I hereby agree, acknowledge, and appreciate that:

1. To release the releasees, their officers, directors, employees, representatives, agents, and volunteers from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities where cause by active or passive negligence of the releasees or otherwise. I agree to hold harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of engaging in the above activities.
2. By entering into this agreement, I am not relying on any oral or written representation or statements made by the releasees, other than what is set forth.

This shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.