



ACKNOWLEDGEMENT OF RISK/WAIVER OF LIABILITY FOR BACKPACKING, CAMPING, HIKING, KAYAKING & CANOEING

By RSVP-ing to this event, you recognize and acknowledge that you agree to these waiver terms:

- I UNDERSTAND and ACKNOWLEDGE that I am of a lawful age of 18 years or older, or I
 will be accompanied by a guardian of a lawful age of 18 years or older on said activity.
- 2. I UNDERSTAND and ACKNOWLEDGE the inherent risks of possible property damage, bodily injury, and/or death associated with backpacking/camping/hiking/kayaking/canoeing, including those activities that take place outdoors. Trails are often steep, rocky, and/or slippery; some hikes involve crossing streams where footing can be awkward; participants can slip or fall during a hike, resulting in injury or death. Travel by foot is over rugged terrain on trail and off trail, including boulder fields, downed timber, streams, mud, high mountain passes, snow and ice, steep slopes and slippery rocks. Attendant risks include collision, falling, drowning and others usually associated with such travel. I UNDERSTAND those risks may include, but are not limited to, poor decision-making, fire, lack of immediate access to potable water and sleeping outdoors.
- 3. I UNDERSTAND that I will be exposed to environmental risks including, but not limited to, rapidly moving, deep, and cold water, insects, snakes, and predators-including large animals, poisonous plants, falling rocks, lightening, avalanches, flash floods, deep snow and ice, and unpredictable extreme weather conditions that may change without notice. I UNDERTAND that conditions can change without notice while backpacking/camping/hiking/kayaking/ CANOEING which can become dangerous and life-threatening/ending including, but not limited to, extremes of heat and cold leading to heat exhaustion, dehydration, hypothermia, or frostbite. I UNDERSTAND that property damage, bodily injury, and/or death can occur due to said risks, especially if I am not properly equipped or physically and mentally prepared. I UNDERSTAND that there are unforeseeable and unexpected accidents, and ASSUME all risks associated with such accidents, even though I cannot foresee them.
- 4. I UNDERSTAND and ACKNOWLEDGE that backpacking/camping/ hiking/kayaking/CANOEING are dangerous activities and I voluntarily ASSUME the risks of bodily injury, property damage, and/or death, which may incur as a result of participation in these activities. I AGREE to assume all risks of personal injury including, but not limited to, paralysis and death, that may occur while I am backpacking/camping/hiking/kayaking/CANOEING with THE HOPELESS WANDERERS MEETUP GROUP or while I am backpacking/camping/ hiking/kayaking/CANOEING at any time.

- 5. I REPRESENT and AFFIRM that I have no physical or medical condition which, to my knowledge, would endanger myself or others while I participate in any THE HOPLESS WANDERERS MEETUP GROUP backpacking trip or activity.
- 6. I UNDERSTAND and ACKNOWLEDGE that THE HOPLESS WANDERERS MEETUP GROUP, its volunteer organizers, volunteer assistant organizers, volunteer trip leader(s), volunteer event host(s) and members are responsible only for trip planning, organization, and leading, and are not responsible or liable for my personal welfare and safety. I AM SOLELY and COMPLETELY RESPONSIBLE for choosing activities and outings that are within my physical and medical ability level, for taking proper clothing, provisions, equipment, and personal prescription medications on all outings to provide for my personal comfort and safety, and for making appropriate decisions in response to terrain, elevation, and weather conditions and their inherent hazards (such as, but not limited to, falling, falling objects, fire, lightening, avalanche, hypothermia, and injuries caused by others) to ensure my safety.
- 7. On behalf of my myself and my family, my spouse, my heirs, executors, administrators, legal representatives, assignees, and successors in interest (hereinafter "successors"), I ASSUME ALL RISKS for my personal safety, death, or any injury I may suffer and/or the loss or damage to my property, or the property of others caused by me, while participating in any THE HOPLESS WANDERERS MEETUP GROUP activity.
- 8. I HEREBY AGREE to forever HOLD HARMLESS and INDEMNIFY all persons and entities identified above from any and all liability for death, personal injury, or property damage resulting in any way from my participating in THE HOPLESS WANDERERS MEETUP GROUP events of any kind. It is my intent to extinguish any liability on the part of THE HOPLESS WANDERERS MEETUP GROUP and its members for my death, personal injury, or property damage I may suffer as a result of my participation in any THE HOPLESS WANDERERS MEETUP GROUP activity.
- 9. I FURTHER AGREE that I or my successors shall not make a claim against or sue THE HOPLESS WANDERERS MEETUP GROUP and/or any of its members for death, bodily injury, or property damage I may suffer or cause that results from my own negligence or other act of omission, however caused, by any member of THE HOPLESS WANDERERS MEETUP GROUP in connection with my participation in any THE HOPLESS WANDERERS MEETUP GROUP activity.
- 10. I FURTHER AGREE that should I or my successors assert any claim in contravention of this arrangement, I or my successors shall be liable for the expenses (including legal fees) incurred by the other party or parties in defending against such a claim.
- 11. I UNDERSTAND and ACKNOWLEDGE that travel to and from the location selected for the trip can, in and of itself, entails risks of death, bodily injury, and/or property damage and that I take full responsibility for my own decisions and actions in traveling to and from the location selected by THE HOPLESS WANDERERS MEETUP GROUP.
- 12. I UNDERSTAND and ACKNOWLEDGE that I should carry appropriate copies of photo identification, health insurance information, and information pertaining to any medical

- conditions I may have while participating in any THE HOPLESS WANDERERS MEETUP GROUP activity.
- 13. I UNDERSTAND and ACKNOWLEDGE that while not illegal, the consumption of alcohol to the point of impairment during any THE HOPLESS WANDERERS MEETUP GROUP activity entails risks of death, personal injury and/or property damage. I UNDERSTAND that I am responsible for my own actions regarding the consumption of alcohol and that I AGREE to abide by the laws governing alcohol consumption in the state/country that I am in.
- 14. I UNDERSTAND and ACKNOWLEDGE that THE HOPLESS WANDERERS MEETUP GROUP is a drug-free organization and any use of illegal substances is strictly forbidden. If I choose to engage in the use of illegal substances, I UNDERSTAND that I am subject to immediate dismissal from this THE HOPLESS WANDERERS MEETUP GROUP activity and any future THE HOPLESS WANDERERS MEETUP GROUP activities, including the forfeiture of any fees associated with THE HOPLESS WANDERERS MEETUP GROUP membership.
- 15. I have read the "The Hopeless Wanderers Code of Conduct" and ACKNOWLEDGE that any violation of such conduct can result in my immediate dismissal from this THE HOPLESS WANDERERS MEETUP GROUP activity and any future THE HOPLESS WANDERERS MEETUP GROUP activities, including the forfeiture of any fees associated with THE HOPLESS WANDERERS MEETUP GROUP membership.
- 16. This document contains the entire agreement between parties, which is you and the organizers of THE HOPLESS WANDERERS MEETUP GROUP, and if any term of provision of this agreement is found invalid or unenforceable, the remaining terms and provisions of this agreement shall remain binding and enforceable.

I, the undersigned, have read and understand the above ACKNOWLEDGEMENT OF RISK/WAIVER OF LIABILITY FOR BACKPACKING, CAMPING, HIKING, KAYAKING & CANOEING.

PARTICIPANT NAME (please print):
PARENT or GAURDIAN if PARTICIPANT is under 18 years of age (please print):
SIGNATURE (or type name for ELECTRONIC SIGNATURE):

DATE:			