

DMV HIKER'S CIUB LIABILITY WAIVER, INDEMNIFICATION, ASSUMPTION OF RISK, AND OTHER TERMS AND CONDITIONS

The DMV Hiker's Club (aka the Maryland Hiking Association) is a group of friends and prospective friends who enjoy hiking and other activities together. THEY ARE NOT PROFESSIONAL EVENT PLANNERS OR GUIDE SERVICES THAT ASSUME ANY RESPONSIBILITY FOR YOUR SAFETY.

By being and remaining a member of this Group, RSVP'ing to any activity, or participating in any activity, you accept and agree to and are bound by the terms and conditions described in this document ("Agreement"). IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS IN THIS DOCUMENT, PLEASE DO NOT BECOME OR REMAIN A MEMBER OF THE GROUP, RSVP TO ANY ACTIVITY, OR PARTICIPATE IN ANY ACTIVITY.

YOU MUST BE AT LEAST 18 YEARS OF AGE TO BE A MEMBER OF THE GROUP. IF YOU ARE UNDER 18, YOU MAY PARTICIPATE IN ACTIVITIES ONLY UNDER THE DIRECT SUPERVISION OF A PARENT OR GUARDIAN WHO IS A MEMBER OF THE GROUP.

This agreement is entered into by and between you and the organizers, in consideration for the organizers allowing you to become or remain a member of a Group, or for welcoming your participation in at least one activity.

Definitions:

1. The "Group" refers individually and collectively to DMV Hiker's Club (aka the Maryland Hiking Association).
2. "Activity" refers to any event or activity advertised or announced on the Group's meetup.com pages or messaging facilities, or organized by a member of a Group and advertised or announced as being an event or activity of or associated with a Group.
3. "You" and "Your" and "Yourself" refers individually and collectively to you, yourself and to your property and your estate, heirs, executors, administrators, assigns, and agents, and to all other persons for whom you are legally authorized to speak, including but not limited to your dependents, and to their property, and to their estates, heirs, executors, administrators, assigns and agents.
4. "Your Guest" refers to any person you have invited or encouraged to participate in an activity who has not themselves agreed to these Terms and Conditions, and to their estates, heirs, executors, administrators, assigns, and agents; and to any person for whom they are legally authorized to speak, including but not limited to their dependents, and to their estates, heirs, executors, administrators, assigns, and agents.

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5. "Organizer" refers to any person or organization that organizes or helps to organize an activity, which includes but is not limited to all persons referred to on a Group's web pages or other material as Organizers, Co-Organizers, Assistant Organizers, Event Organizers, or Event Hosts.

6. "Organizers" refers to the Organizers, individually and collectively.

7. "Other Member" refers to any other member or organizer of the group other than you.

Terms and Conditions:

1. You acknowledge and agree that each Group is merely a collection of friends who enjoy doing activities, and that in no event does any organizer or other member assume any responsibility or liability for you.

2. You agree that you will at all times be responsible for yourself and your own safety.

3. You agree that you will at all times know where you are, where you want to go and how to safely get there, and that you are solely responsible at all times for having the means and ability to do so and for the results and outcome. This means, by way of example only, that you will familiarize yourself with your intended route and carry maps if necessary and learn how to use them. This also means, by way of example only, that if you intend to navigate by following an organizer, you will at all times keep that organizer in your sight as if your life depended on it, and that the organizers shall have no responsibility or liability for your ability to follow.

4. You agree that when an organizer or other member advertises or announces an activity or makes any other communication, written or oral, these are merely suggestions on what you might do, and are not instructions to you or an agreement to assume any responsibility for you, or on your behalf.

5. You agree that if an organizer or other member offers any form of assistance to you, this is not an assumption of any responsibility for you. This means, by way of example only, that if an organizer or other member offers you a hand to help you get over an obstacle, you remain solely responsible for getting yourself safely over the obstacle, and that the organizer or other member assumes no responsibility or liability for you. You acknowledge and agree that an organizer or other member is not required and may deny assisting you (even in the case of an emergency).

6. You agree that you are at all times solely responsible for making decisions regarding yourself; that you will not rely on any communications or assistance from an organizer or other member; and that you at all times bear the sole risk of any injury, loss or damages that may result notwithstanding any suggestions, communications or assistance from an organizer or other member.

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7. You acknowledge and agree that the organizers are not trained event planners or guides, or other professionals having training in any field related to or regarding any activity, and that no organizer or other member makes any representations regarding their own qualifications or the qualifications of any organizer or member.

8. You agree that outdoor activities are inherently dangerous and involve many risks and hazards, including hidden hazards, and that participation in outdoor activities may result in severe injury or death. You acknowledge and agree that you understand and accept any risks and are solely responsible for your own safety and well-being.

9. You agree that no organizer or other member has any responsibility or obligation to notify you of a hazard or danger, even if known to them or if notified of the hazard or danger, including natural or man-made hazards and dangers.

10. The organizers or other members may from time-to-time attempt to investigate or take action to mitigate potential hazards or dangers to themselves or to others, or for any other purpose. You agree that any such actions do not in any way constitute an assumption of risk by the person or persons taking such actions. You agree not to rely in any way on any such actions, and that any such actions may be discontinued or modified at any time without notice to you.

11. You understand and agree that the organizers have made no background checks on any of the organizers or other members and make no representations regarding their character or behavior. You agree that no organizer or other member has any responsibility or liability for your interactions with any other organizer or other member or for the actions or inactions of any other organizer or other member.

12. You agree that no organizer or other member has any responsibility or obligation to notify you of a dangerous or potentially dangerous member or other person, even if known to them or if notified of the danger or potential danger.

13. The organizers may from time-to-time attempt to investigate interactions between members, between organizers, or between organizers and members, and may take actions to mitigate potential dangers or hazards or for any other purpose including but not limited to removing organizers or members from the group. You agree that these actions may be taken without notice to you. You agree that any such actions do not in any way constitute an assumption of risk on the part of the organizer or organizers taking such actions. You agree not to rely in any way on any such actions, and that any such actions may be discontinued or modified at any time without notice to you.

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14. YOU AGREE THAT NONE OF THE ORGANIZERS OR OTHER MEMBERS SHALL BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES ARISING OUT OF, BASED ON, RESULTING FROM, OR IN ANY WAY RELATED TO THIS AGREEMENT, YOUR MEMBERSHIP IN THE GROUP, PARTICIPATION IN ANY ACTIVITY, OR THE ACTIONS OR INACTIONS OF ANY ORGANIZER OR OTHER MEMBER OTHER THAN THE EXCLUSIONS LISTED IN PARAGRAPH 19, INCLUDING, WITHOUT LIMITATION DAMAGES FOR PERSONAL INJURY, PROPERTY DAMAGE, LOSS OF USE, PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING DUTIES OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, OR FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, GROSS NEGLIGENCE, MISREPRESENTATION, STRICT LIABILITY OR OTHERWISE, EVEN IN THE EVENT OF THE FAULT, TORT, NEGLIGENCE, GROSS NEGLIGENCE, MISREPRESENTATION, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY, AND EVEN IF ANY OF THE ORGANIZERS OR OTHER MEMBERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15. YOU ACKNOWLEDGE THAT YOUR MEMBERSHIP IN THE GROUP AND PARTICIPATION IN ACTIVITIES HAVE BEEN PROVIDED TO YOU AT NO CHARGE OR AT A MINIMAL CHARGE. THE LACK OF WARRANTIES AND YOUR ASSUMPTION OF RISK ARE ESSENTIAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN YOU AND ALL OTHER PARTIES, AND ARE REFLECTED IN THE MINIMAL CHARGES (WHERE APPLICABLE). IF YOU ARE DISSATISFIED WITH YOUR MEMBERSHIP IN A GROUP, PARTICIPATION IN ANY EVENT, OR WITH ANY ASPECT OF THIS AGREEMENT OTHER THAN THE ITEMS EXCLUDED UNDER PARAGRAPH 19, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE YOUR MEMBERSHIP AND PARTICIPATION IN ALL ACTIVITIES AND REQUEST A REFUND OF ANY AMOUNTS PAID (WHERE APPLICABLE) NOTWITHSTANDING ANY DAMAGES YOU MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED IN THIS AGREEMENT AND ALL DIRECT, INDIRECT OR GENERAL DAMAGES WHATSOEVER) OTHER THAN THE ITEMS EXCLUDED UNDER PARAGRAPH 19, THE ENTIRE LIABILITY OF THE ORGANIZERS AND OTHER MEMBERS SHALL BE COLLECTIVELY LIMITED TO US\$100 OR THE AMOUNT ACTUALLY PAID BY YOU, WHICHEVER IS GREATER. THE LIMITATIONS AND DISCLAIMERS AND INDEMNIFICATION PROVISIONS IN THIS AGREEMENT (INCLUDING WITHOUT LIMITATION PARAGRAPHS 1 THROUGH 19) SHALL BE CONSTRUED AS BROADLY AS POSSIBLE AND SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE. YOU AGREE TO WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHTS AND BENEFITS OTHERWISE CONFERRED BY ANY STATUTORY OR NON-STATUTORY LAW OF ANY JURISDICTION THAT WOULD PURPORT TO LIMIT THE SCOPE OF THIS RELEASE OR WAIVER, OR THIS LIMITATION ON LIABILITY.

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16. YOU AGREE NOT TO SUE AND TO RELEASE, DISCHARGE, WAIVE, AND HOLD HARMLESS ALL ORGANIZERS AND ALL OTHER MEMBERS FROM AND AGAINST ALL LIABILITIES, CLAIMS, DEMANDS, LOSSES, DAMAGES, SUITS AND PROCEEDINGS, FOR NEGLIGENCE, CARELESSNESS OR ANY OTHER CAUSE WHICH YOU MAY HAVE OR THAT HEREAFTER MAY ACCRUE ARISING, RESULTING FROM OR RELATED TO YOUR MEMBERSHIP IN A GROUP OR PARTICIPATION IN ANY ACTIVITY OTHER THAN THE ITEMS EXCLUDED UNDER PARAGRAPH 19.

17. YOU FURTHER AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE ORGANIZERS AND OTHER MEMBERS FROM ALL LIABILITIES, CLAIMS OR OTHER CAUSES BY ANY OF YOUR GUESTS WHICH THEY MAY HAVE OR THAT HEREAFTER MAY ACCRUE ARISING, RESULTING FROM OR RELATED TO THEIR PARTICIPATION IN ANY ACTIVITY OTHER THAN THE ITEMS EXCLUDED UNDER PARAGRAPH 19. Any individual defendant reserves the right, at their own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you agree to cooperate in asserting any available defenses.

18. In the event you are found to have breached Paragraphs 16 and/or 17, you agree to compensate any organizers or other mMember against whom you or any of your guests make any claim or demand for their reasonable attorney fees and other legal fees and costs, and you further agree to compensate any organizers or other member against whom you make any claim or demand at a rate of \$250 per hour for their own personal time that they reasonably expend to respond to or defend your claim or demand. In the event you or any of your guests make multiple claims only some of which are successful, this paragraph will apply to your unsuccessful claims. Any claim that requests monetary damages will only be considered successful if it results in a final judgment of \$500 or more.

19. EXCLUSIONS: The following are items are excluded from the waiver of liability: (a) a member's own actions that either have malicious intent or violate criminal law in the jurisdiction where said actions occur; (b) any claim for which one or more motor vehicle insurance policies may be available to satisfy the claim, but only to the extent the claims are actually paid by said insurance; (c) an action pursuant to Paragraph 18 to recover attorney's fees, other legal fees and costs, or compensation for personal time; (d) any additional exclusions, exceptions or limitations required by law.

20. You agree that no organizer or other member assumes any responsibility or liability to you for any legal protections this agreement attempts to provide, including any exculpatory or indemnification provision, notwithstanding any defects, errors or omissions in this document. You agree to consult with your own legal counsel before relying on any provision of this agreement.

21. You understand that organizers and other members may, from time to time, take photographic, digital or video images of activity participants for the purpose of advertising the group and/or the group's activities. You hereby agree to allow the group and the organizers to use those images for that purpose without expectation of privacy or remuneration.

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22. Applicable Law: You agree that all claims under this agreement are governed by the laws of the State of Maryland, without reference to conflict of laws principles.

23. Venue: In all disputes arising out of or relating to this agreement, you hereby irrevocably agree to the exclusive jurisdiction and venue of courts in Baltimore County, Maryland.

24. LIMITATIONS: YOU AND ALL OTHER PARTIES AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION INITIALLY ARISES, OTHERWISE SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

25. Severability: If any part of this agreement is held void, invalid, unenforceable or illegal, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

26. Waiver: The failure of any party to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches. No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. No consent by any party to, or waiver of, a breach by any party, whether express or implied, will constitute a consent to, waiver of, or excuse of any other, different or subsequent breach by any party.

27. Termination: You may terminate this agreement at any time by terminating your membership in the group and discontinuing participation in all activities.

28. Survival: Paragraphs 14 through 26 shall survive any termination or expiration of this Agreement.

29. Entire Agreement: This Agreement is the entire agreement between you and all other parties relating to the group and its activities and supersedes all prior or contemporaneous oral or written communications and representations. To the extent any other representation or agreement conflicts with this agreement, this agreement shall control. This agreement may be amended, modified, or supplemented only in writing.

30. Modifications: The organizers reserve the right, at their sole discretion, to change, modify, update, add or remove portions of this agreement at any time. When the organizers do so, they will update the "Revised" date at the top of the document and post the new document to the meetup.com website. They will also send a message to all members through the meetup.com website. You agree to receive notices through the meetup.com website and that said notices will be effective when published to the meetup.com website or sent through the communication facilities at meetup.com. Your continued membership in a Group or participation in any activity after any notice of a change to this agreement will mean you accept and agree to those changes.

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31. No Agency: No agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship between you and the organizers or any other person is intended or created by this agreement.

32. Headings: Headings and paragraph numbers are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.