



# Lookout Mountain Conservancy Participant Agreement, Release, and Assumption of Risk

Event \_\_\_\_\_ Date \_\_\_\_\_

In consideration of the services of Lookout Mountain Conservancy, their agents, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "LMC"), I hereby agree to release, indemnify, and discharge LMC, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

I acknowledge that my participation in outdoor activities such as hiking, trail maintenance, biking, bouldering, etc., entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. Furthermore, LMC staff/volunteers seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless LMC from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of LMC's equipment or facilities, including any such Claims which allege negligent acts or omissions of LMC. Should LMC or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

In the event that I file a lawsuit against LMC, I agree to do so solely in the state of Tennessee, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of laws rules of that state. I agree that if any portion of this agreement is found to void or unenforceable, the remaining portions shall remain in full force and effect. By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against LMC on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have also had the opportunity to read the volunteer and emergency manual.

All Participants and the Parent(s)/legal guardian(s) of listed minor(s) agree that it is not necessary for the LMC or distribution media to contact them prior to releasing video, voice, or photographs, and is authorized in the document by signature. I have read and understood this document, and I agree to be bound by its terms.

Participant Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

Address: \_\_\_\_\_ ZIP \_\_\_\_\_ Home/Mobile Phone: \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_ Emergency Contact Phone: \_\_\_\_\_

Inform Allergies/Medications/Indications: \_\_\_\_\_

### Parent's or Guardian's Additional Indemnification *(Must be completed for participants under the age of 18)*

In consideration of \_\_\_\_\_ ("Minor") being permitted by LMC to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless LMC from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use of participation by Minor.

*List additional Minors below*

Minor's Name \_\_\_\_\_ Minor's Name \_\_\_\_\_

Minor's Name \_\_\_\_\_ Minor's Name \_\_\_\_\_

Inform Allergies/Medications/ Indications for whom \_\_\_\_\_

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Parent or Guardian Signature: \_\_\_\_\_

Print Name \_\_\_\_\_ Date: \_\_\_\_\_