

## CROTCHED MOUNTAIN 100 YEARS

## **RELEASE OF LIABILITY-Volunteer**

In consideration of being allowed to participate in any way in Crotched Mountain Foundation (CMF) volunteer programs, and related events and activities, or to serve as volunteer for the same, I, on my own behalf voluntarily enter into this Release of Liability whereby I:

- 1. Understand that although CMF attempts to provide adequate organization, supervision, instruction and equipment for its activities, CMF cannot ensure the safety of participants. Also, I understand that participants have responsibility for their own personal safety during all activities. I will make CMF's Volunteer and activities' supervisors aware of my questions or concerns regarding volunteer activities and my ability to participate at any point during any activity.
- 2. Understand that repairs and clean-up activities are inherently dangerous, hazardous and may result in my personal injury, mental anguish, permanent disability, death, or property damage. Such risks include, but are not limited to individual or group recreation, and repairs or clean-up projects using light equipment. In addition, there are other risks of my participation that are not inherent risks of volunteer activities such as slipping or falling on the premises, vehicle accidents and being struck by falling objects. Further, there may be other risks not known to me or CMF or not reasonably foreseeable to us. Nevertheless, I freely assume all such risks and possible adverse outcomes within the scope of this paragraph for myself.
- 3. Agree that prior to participation, I will inspect the facilities and equipment to be used. If I believe anything is unsafe, I will immediately advise the CMF's Volunteer and activities' supervisors or CM staff present of such condition and I will refuse to participate.
- 4. I hereby release Crotched Mountain Foundation and its subsidiary and related entities, their successors, representatives, agents, assigns, volunteers, employees, officers, and directors (collectively the "RELEASEES") from any and all claims of liability and causes of action, arising from my participation in CMF programs whether allegedly caused by the RELEASEE'S NEGLIGENCE or by any other person or cause.
- 5. I understand that this Release of Liability shall be binding upon my child or wards or my heirs, executors, administrators, and assigns, as applicable, and shall be governed by the laws of New Hampshire. I understand that if any part of this Release of Liability is determined to be unenforceable, all other parts shall be given full force and effect. I agree that any claims which I may bring against the Releasees, shall be submitted to the jurisdiction of the New Hampshire Courts and that no claims against the Releasees shall be brought in any other jurisdiction. I agree that there have been no warranties, express or implied, made to me by the Releasees.
- 6. I give permission to CMF and the Releasees to render first aid and to seek medical or rescue services as they see fit to me and at my expense. I also give permission to CMF and/or its designees to make photographic, video or audio records of myself for promotional purposes and I release any rights to control or be paid for the dissemination or publication of these records.

ADULT participant (Printed Name)	EMAIL	
SIGNATURE	DATE	