

## CIWC Waiver Standard Form

(updated 5/1/2021)

*Please complete this form and return it to the club treasurer within two weeks of the end of the event.*

Destination \_\_\_\_\_

Activity/Event \_\_\_\_\_

Start Date:\_\_\_\_\_End Date:\_\_\_\_\_

### COVID-19 SAFETY INFORMATION

Because COVID-19 is extremely contagious and is spread mainly from person-to-person contact, the Central Indiana Wilderness Club (“CIWC”) has put in place measures intended to reduce the spread of COVID-19 during club events. However, CIWC cannot guarantee that its participants, volunteers, or others in attendance will not become exposed to or infected with COVID-19.

In light of the ongoing spread of COVID-19, individuals who fall within any of the categories below should not engage in CIWC events. By attending a CIWC event, I certify that I do not fall into any of the following categories, and that I will notify CIWC immediately if my COVID-19 status changes:

Individuals who currently or within the past fourteen (14) days have experienced any symptoms associated with COVID-19, which include fever, cough, and shortness of breath among others;

Individuals who within the past fourteen (14) days have been vaccinated against COVID-19;

Individuals who believe that they may have been exposed to a confirmed or suspected case of COVID-19 or have been diagnosed with COVID-19 by means of a positive COVID-19 test or otherwise, and are not yet cleared as non-contagious by state or local public health authorities or the health care team responsible for their treatment.

It is suggested that seniors or others with compromised immune systems not participate in CIWC events due to risk of infection.

Participants and volunteers agree to self-monitor for signs and symptoms of COVID-19 (symptoms typically include fever, cough, and shortness of breath) and, contact CIWC if he/she experiences symptoms of COVID-19 within 14 days after participating or volunteering with CIWC.

Participants also acknowledge and agree that he/she will follow all CDC guidelines applicable to participating or volunteering in any event and will not object to or resist any request intended for the safety of the participant or volunteer or other participants or volunteers.

### ASSUMPTION OF RISK / WAIVER OF LIABILITY / INDEMNIFICATION AGREEMENT

I acknowledge that I derive personal satisfaction and a benefit by virtue of my participation and/or voluntarism with CIWC, and I willingly engage in CIWC events and activities. In consideration of being allowed to participate in CIWC events and activities (the “Activity”), the Undersigned acknowledges, appreciates, and agrees that:

1. Taking part in the Activity can be HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH. The Undersigned acknowledges that the Activity is inherently dangerous and fully realizes the dangers of participating in the Activity. The risks and dangers of the Activity include, but are not limited to: extreme physical demands and exertion, exhaustion, lack of instruction, lack of communication, lack of medical attention or equipment, choice of route, choice of event difficulty, negligence of event leaders or other participants, changing weather conditions, changing water conditions, slippery terrain and falling, improper use of or lack of equipment, jumping or falling off rocks, wildlife, equipment failure, dehydration, hypothermia, sunburn, travel to and from the Activity site(s), participant's poor health or physical condition, and mental distress from exposure to any of the above. Dangers may be caused by the negligence of event leaders, event leader designees and other event participants, negligence of others, accidents, breaches of contract, the forces of nature, or other causes. These risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, that an event leader may misjudge terrain, weather, trail or river route location or water level. Decisions by event leaders are part of the inherent risk of the Activity, including, but not limited to, canoeing, kayaking, hiking, backpacking, caving, mountain biking, or other activities. THE UNDERSIGNED ACKNOWLEDGE AND UNDERSTAND THAT THE DESCRIPTION OF THE RISKS LISTED ABOVE IS NOT COMPLETE AND THAT PARTICIPATING IN THE ACTIVITY MAY BE DANGEROUS AND MAY INCLUDE OTHER KNOWN AND UNKNOWN OR ANTICIPATED AND UNANTICIPATED RISKS.
2. Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. Regardless that the majority of serious cases and deaths contributing to the COVID-19 pandemic may involve people over 60 years old, I understand that anyone can experience serious illness or death. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist. I agree to comply with the stated and customary terms and conditions for participation as regards protection against infectious diseases. I agree that if I experience any symptoms associated with any infectious diseases, I will immediately bring my symptoms to the attention of the event leader(s); and
3. I have reviewed CIWC's Safety Guidelines and Policies as currently posted on the CIWC web site and agree to abide by the Guidelines and Policies. I agree that I will abide by any risk management plan developed by the event leaders for this event. I am responsible to assess whether a specific activity or route is feasible or safe for my level of fitness or experience and may elect not to participate in any specific activity at my sole discretion; and
4. I have adequate financial resources, including, without limitation, insurance coverage, in case medical care or evacuation is needed and I understand that medical attention may, in some situations, be days away. I authorize CIWC and its officers, event leaders, event leader designees, other event participants and/or authorized personnel (collectively "CIWC") to call at my sole expense and liability for medical care for me or to transport me to a medical facility or hospital if, in the arbitrary and sole opinion of such persons, medical attention is needed and it is possible to call for medical care and/or transportation to a medical facility or hospital. I agree to pay all costs associated with such medical care and related transportation, including costs incurred by CIWC, event leaders and others;
5. I hereby declare, designate and appoint CIWC as my true and lawful attorney-in-fact, agent and health care representative (collectively my "agent") during any event in which I am participating to act on my behalf, without any obligation or liability for doing or not doing so, to arrange and coordinate for medical care for or transport me to a medical facility or to otherwise to represent me regarding health care powers by the general authority conferred in I.C. 30-5-5-16 or any replacement statutory enactment or amendment. This appointment and power shall become effective upon the date I signed it as set forth below, and shall not be affected by my subsequent disability or incompetence. In furtherance and not in any manner in limitation of the following Release, Indemnification, and Assumption of Risk to which I agree, my agent and their respective heirs, legatees, successors, assigns, personal representatives and estates are hereby released and forever discharged from any and all liability (including, without limitation, civil, criminal, and administrative or disciplinary), and from all claims or demands of all kinds whatsoever by me or my heirs, legatees, successors, assigns, personal representatives or estate, arising out of the acts or omissions of my agent, including, without limitation, my agent's own negligence. I understand that this appointment may not be effective unless witnessed by one or more adults unrelated to the appointed agent.
6. CIWC is not liable for loss or damage to any personal items or gear, including personal items or gear being transported by CIWC's van or other vehicles.

## **RELEASE, INDEMNIFICATION, AND ASSUMPTION OF RISK.**

In consideration of being permitted to participate in the Activity, the Undersigned agree as follows:

(a) Release. THE UNDERSIGNED HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY, PERMANENTLY, IRREVOCABLY AND UNCONDITIONALLY RELEASE, FOREVER DISCHARGE, AND AGREE NOT TO SUE OR BRING ANY OTHER LEGAL ACTION AGAINST CIWC, ITS MEMBERS, OFFICERS, AGENTS, EVENT LEADERS, EVENT LEADER DESIGNEES, OTHER EVENT PARTICIPANTS, AND IF APPLICABLE, OWNERS AND LESSORS OF PREMISES USED TO CONDUCT THE EVENT (“RELEASED PARTIES”) with respect to any and all claims and causes of action of any nature whether currently known or unknown, which the Undersigned, or any of them, have or which could be asserted on behalf of the Undersigned in connection with participating in the Activity, including, but not limited to, claims of negligence, negligence *per se*, negligent misrepresentation, premises liability, tort claims, breach of warranty, statutory violations and breach of contract, including, without limitation, the negligence, breach or violation caused by the Released Parties.

(b) Indemnification. The Undersigned hereby agree to release, discharge, indemnify, defend and hold harmless the Released Parties from and against any and all claims, demands, liability, costs, fines, penalties, suits, proceedings, actions, causes of action, property loss, medical bills, loss of income, expenses, attorney’s fees, liens, subrogation rights, and all other damages of any kind or nature whatsoever, and from any suits, claims or demands, including, without limitation, legal fees and expenses whether or not in litigation, arising or growing out of or related or in any way connected to the Activity, participating in the Activity, or any person’s conduct, condition, control, management or supervision of or involvement of any other participant in the Activity, including, without limitation, the negligence, breach or violation caused by the Released Parties (collectively and individually “liabilities”). Such obligation on the part of the Undersigned shall survive the period of participation in the Activity.

(c) Assumption of Risk. The Undersigned agree and understand that there are dangers and risks associated with the participation in the Activity and that INJURIES AND/OR DEATH may result from participating in the Activity, including, but not limited to, the acts, omissions, representations, carelessness, and negligence, breach or violations by the Released Parties. The Undersigned acknowledges that participation in the Activity is voluntary. The Undersigned also acknowledge that he/she is physically and mentally capable of participating in the Activity. By signing this document, the Undersigned recognize that property loss, injury and death are all possible while participating in the Activity. RECOGNIZING THE RISKS AND DANGERS, THE UNDERSIGNED UNDERSTANDS THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSES TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE PARTICPATION IN THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT, OR OTHERWISE. The Undersigned agree to look to and rely solely on the Undersigned’s own insurance companies and coverage or financial resources for indemnification and protection in respect to any activities or liabilities. This assumption includes, without limitation, any liabilities arising from the negligence of the Released Parties.

## **MINOR ACKNOWLEDGMENT.**

In the case of a minor participant, the Undersigned parent or legal guardian acknowledges that he/she is not only signing this agreement on his/her behalf, but that he/she is also signing on behalf of the minor and that the minor shall be bound by all the terms of this agreement. Additionally, by signing this agreement as the parent or legal guardian of a minor, the parent or legal guardian understands that he/she is also waiving legal rights on behalf of the minor that the minor otherwise may have. The Undersigned parent or legal guardian agrees that, but for the foregoing, the minor would not be permitted to participate in the Activity. By signing this agreement without a parent or legal guardian’s signature, participant, under penalty of fraud, represents that he/she is at least 18 years of age. If signing as the parent or guardian of a minor participant, signing adults represent that they are a legal parent or guardian of the minor participant.

**MISCELLANEOUS.** The Undersigned further agree and understand: (a) Participant will not engage in any activities prohibited by any applicable laws, statutes, regulations and ordinances; (b) this agreement shall be governed by the laws of the State of Indiana, and that any legal action relating to or arising out of this agreement or any claims shall be commenced exclusively in the Circuit Court or Superior Court of Marion County, Indiana (or if the Circuit Court and Superior Court do not have jurisdiction, then before any other court sitting in Marion County, Indiana having subject matter jurisdiction); (c) **THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES HERETO AND SUPERSEDES ANY AND ALL PRIOR CONTRACTS, ARRANGEMENTS, COMMUNICATIONS, OR REPRESENTATIONS, WHETHER ORAL OR WRITTEN, BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER HEREOF INCLUDING BUT NOT LIMITED TO ANY PRIOR REPRESENTATIONS ABOUT THE ACTIVITY ITSELF OR THE SAFETY THEREOF;** (d) the Undersigned is voluntarily and fairly entering into this agreement. The Undersigned understands and acknowledges that this agreement is a contract and shall be binding to the fullest extent permitted by law. If any part of this agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. It is the intent of the Undersigned that this agreement shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of the Undersigned.

**I HAVE CAREFULLY READ THE FOREGOING ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING LEGAL RIGHTS THAT OTHERWISE MAY EXIST, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

Date: \_\_\_\_\_ Witness (not an Event leader): \_\_\_\_\_

Witness (not an Event leader): \_\_\_\_\_

NOTE: *Witnesses must be unrelated to one another.*

**EVERYONE, INCLUDING EVENT LEADERS & VOLUNTEERS, MUST SIGN IN ORDER TO PARTICIPATE IN THE EVENT:**

Print Name:	Name (signature)	Emergency Contact	Phone
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**Continued from Previous Page: State Activity/Event Name and Date** \_\_\_\_\_

Print Name:	Name (signature)	Emergency Contact	Phone
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____