

## Central Indiana Wilderness Club Waiver Form

(updated 5/4/2021)

*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 (the “Club”) has put in place measures intended to reduce the spread of COVID-19 during Club events. However, the Club 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 Club events. By attending a Club event, the Undersigned certify that they do not fall into any of the following categories, and that the Undersigned will notify the Club immediately if their 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 Club events due to risk of infection.

The Undersigned agree to self-monitor for signs and symptoms of COVID-19 (symptoms typically include fever, cough, and shortness of breath) and, to contact the Club if they experience symptoms of COVID-19 within 14 days after participating or volunteering with the Club.

The Undersigned also acknowledge and agree that they will follow all CDC guidelines applicable to participating or volunteering in this event or activity and will not object to or resist any request intended for the safety of the Undersigned.

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

The Undersigned acknowledge that they derive personal satisfaction and a benefit by virtue of participation and/or voluntarism with the Club, and that they willingly engage in Club events and activities. In consideration of being allowed to participate in this Club event or activity (the “Activity”), the Undersigned acknowledge, appreciate, and agree that:

1. Taking part in the Activity can be HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH. The Undersigned acknowledge 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; and
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, the Undersigned 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. The Undersigned agree to comply with the stated and customary terms and conditions for participation as regards protection against infectious diseases. The Undersigned agree that if they experience any symptoms associated with any infectious diseases, they will immediately bring their symptoms to the attention of the event leader(s); and
3. The Undersigned have reviewed the Club's safety guidelines and policies as currently posted on the Club web site and agree to abide by the guidelines and policies. The Undersigned agree to abide by any risk management plan developed by the event leaders for this Activity. The Undersigned are responsible to assess whether a specific activity or route is feasible or safe for their personal level of fitness or experience and may elect not to participate in any specific activity at their sole discretion; and
4. The Undersigned have adequate financial resources, including, without limitation, insurance coverage, in case medical care or evacuation is needed and the Undersigned understand that medical attention may, in some situations, be days away. The Undersigned authorize the Club and its officers, event leaders, event leader designees and/or authorized personnel (collectively "CIWC") to call at sole expense and liability of the Undersigned for medical care or to transport 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. Each of the Undersigned agrees to pay all costs associated with such medical care and related transportation incurred on behalf of himself/herself, including costs incurred by CIWC and others; and
5. The Undersigned hereby declare, designate and appoint CIWC as their true and lawful attorney-in-fact, agent and health care representative (collectively the "Agent") during any event in which the Undersigned are participating to act on behalf of the Undersigned, without any obligation or liability for doing or not doing so, to arrange and coordinate for medical care for or transport for the Undersigned to a medical facility or to otherwise represent the Undersigned 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 signed by the Undersigned as set forth below, and shall not be affected by subsequent disability or incompetence of the Undersigned. In furtherance and not in any manner in limitation of the following Release, Indemnification, and Assumption of Risk to which the Undersigned have agreed, the 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 the Undersigned or their heirs, legatees, successors, assigns, personal representatives or estate, arising out of the acts or omissions of the Agent, including, without limitation, the Agent's own negligence. The Undersigned understand that this appointment may not be effective unless witnessed by one or more adults unrelated to the appointed Agent; and.

6. The Club is not liable for loss or damage to any personal items or gear, including personal items or gear being transported by the Club'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 THE CLUB, 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 acknowledge that participation in the Activity is voluntary. The Undersigned also acknowledge that they are 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 UNDERSTAND THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSE TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE PARTICIPATION 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 Activity or Liabilities. This assumption includes, without limitation, any Liabilities arising from the negligence of the Released Parties.

**MINOR ACKNOWLEDGMENT.**

In the case of minor participants, the Undersigned parents or legal guardians acknowledge that the Undersigned are not only signing this agreement on their own behalf, but that the Undersigned parents or legal guardians are also signing on behalf of the minor participants and that the minor participants shall be bound by all the terms of this agreement. Additionally, by signing this agreement, THE UNDERSIGNED PARENTS OR LEGAL GUARDIANS UNDERSTAND THAT THEY ARE ALSO WAIVING LEGAL RIGHTS ON BEHALF OF THE MINOR PARTICIPANTS THAT THE MINOR PARTICIPANTS OTHERWISE MAY HAVE. The Undersigned parents or legal guardians agree that, but for the foregoing, minors would not be permitted to participate in the Activity. By signing this agreement without a parent or legal guardian’s signature, the Undersigned, under penalty of fraud, represents that they are 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) Waiver of Jury Trial. THE UNDERSIGNED HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT AND ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY; (d) 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; (e) the Undersigned are voluntarily and fairly without coercion or duress entering into this agreement. The Undersigned understand and acknowledge 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.

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

Date: \_\_\_\_\_ Witness (not an Event leader or Club officer): \_\_\_\_\_

Witness (not an Event leader or Club officer): \_\_\_\_\_

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

| Print Name: | Name (signature) | Emergency Contact | Phone |
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**Continued from Previous Page: State Activity/Event Name and Date** \_\_\_\_\_

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