

TRACKS, Inc.

HIKING LIABILITY RELEASE AND WARNING TO PARTICIPANT (MUST BE OVER 18 -- NO MINORS)

PLEASE READ CAREFULLY BEFORE SIGNING

I HEREBY RELEASE AND FOREVER DISCHARGE TRACKS, INC., AND THEIR VOLUNTEERS, EMPLOYEES, AGENTS AND INSURERS (HEREINAFTER "TRACKS") FROM ANY AND ALL LIABILITY AND FOR DAMAGES AND FROM AND AGAINST ANY LAWSUITS OR OTHER CLAIMS FOR PERSONAL INJURY, WRONGFUL DEATH AND PROPERTY DAMAGE WHICH RESULTS FROM MY PARTICIPATION IN THIS HIKING EVENT. THIS RELEASE OF LIABILITY INCLUDES THE NEGLIGENT ACTS OR OMISSIONS OR OTHER FAULT OF TRACKS.

I further agree to indemnify and hold harmless TRACKS for any lawsuits or other claims for damages including claims for personal injuries, wrongful death and property damage brought by me or on my behalf, and agree to pay any and all costs including attorney's fees associated with defending such lawsuits or claims. Hiking, walking, jogging, running and participating in sports and other recreational activities ("**Hiking Activities**") on or off trails, paths and roads involves risks of serious personal injury, death, and damage to property. Although I fully understand these risks, I still wish to participate or engage in this Hiking Activity with TRACKS. I understand that participating in the **Hiking Activities** at today's event may take me across terrain which is in its natural state with natural obstacles like trees, stumps, rocks, debris, uneven ground, and which may also contain man-made obstacles like cars, other motorized vehicles, bicycles, buildings, telephone poles, water hydrants, etc. (the "**Obstacles**"). These **Obstacles** may be visible, but many **Obstacles** may also be hidden or hard to see. All of these natural and man-made **Obstacles** as well as the inherent dangers associated with the **Hiking Activities** and this event are known and understood by me; and understanding these dangers, I still wish to participate.

I agree to obey all written and oral safety rules and instructions concerning this event. I further agree to stay in control at all times and to avoid horseplay, trick or stunt maneuvers while participating in this event. I have asked any questions which I may have concerning the event. I also confirm that I am in good physical health and able to participate in today's **Hiking Activities**. **I also understand that the costs of medical treatment for injuries to myself and others and to the property of myself and others in this TRACKS event will be my responsibility if I am negligent or otherwise at fault for the damage. TRACKS will not be responsible for any injuries or damages unless TRACKS willfully negligent or intentionally cause the injury or damage.**

I have carefully considered the adequacy of my health insurance and personal financial resources which would be available to provide medical care and treatment for myself and any other person who may be injured with me. By signing this release and by participating in this sport and recreational activity, I say that I am properly insured or financially equipped to provide for any injuries or damages to persons or property which may arise as a result of my participation.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. I AM SIGNING THIS RELEASE REALIZING THAT IT IS BINDING UPON ME, MY HEIRS, MY PERSONAL REPRESENTATIVES AND ASSIGNS. I UNDERSTAND THAT I

