

Padre Trails Camera Club
PARTICIPANT AGREEMENT, LIABILITY RELEASE AND
EXPRESS ASSUMPTION OF RISK.



Event: _____ **Location:** _____ **Date:** _____ **Lunch? Y - N**

I, the undersigned, in consideration of the activities of Padre Trails Camera Club, its members, officers, agents or representatives (hereinafter referred to as the Club), hereby agree to release and discharge Padre Trails Camera Club on behalf of myself, my heirs, assigns, personal representatives and estate as follows:

1. I understand and acknowledge that the activity I am about to voluntarily engage in as a participant and/or volunteer bears certain known risks and unanticipated risks which could result in injury, death, illness, disease or other physical or mental damage to myself, to my property, or to spectators or other third parties. The following describes some, but not all, of the risks involved in photo tours.

Death from a vehicle accident or drowning, loss of or damage to personal property, bodily injury or fatality due to collision with a vehicle, boat, log, rock or tree, falling while aboard a watercraft or onshore, snake bite, accident or illness in remote places without medical personnel or facilities and exposure to extreme temperatures and inclement weather. These risks may be caused by acts of nature, other persons or by human error. _____ (initialize)

2. Being aware that this activity entails known and unknown risks of injury to myself and to injury to spectators or other third parties as a result of my actions, I expressly agree, covenant and promise to accept and assume all responsibility and risk for injury, death, illness or disease, or damage to myself, to others, or to my property arising from my participation in this activity. My participation in this activity is purely voluntary, no one is forcing me to participate and I elect to participate in spite of the risks involved. _____ (initialize)

3. I hereby voluntarily release, forever discharge, agree to hold harmless and indemnify the Club, its agents and employees and all other persons or entities from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my participation in this activity, including specifically but not limited to the negligent acts or omissions of the Club, its agents or employees and all other persons or entities, for any and all injury, death, illness or disease, and damage to myself or my property. **IN SIGNING THIS DOCUMENT I FULLY RECOGNIZE THAT IF ANYONE IS HURT OR PROPERTY IS DAMAGED WHILE I AM ENGAGED IN THIS EVENT, I WILL HAVE NO RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST THE CLUB OR ITS OWNERS, AGENTS, EMPLOYEES OR REPRESENTATIVES, EVEN IF THEY OR ANY OF THEM NEGLIGENTLY CAUSED THE BODILY INJURY OR PROPERTY DAMAGE.**
_____ (initialize)

4. Should it become necessary for the Club, or someone on the Club's behalf to incur attorney's fees and costs to enforce this agreement, or any portion thereof, I agree to pay the Club reasonable costs and attorney's fees thereby expended, or for which liability is incurred. _____ (initialize)

5. I certify that I have sufficient health, accident and liability insurance to cover any bodily injury or property damage I may incur while participating in this event and to cover bodily injury or property damage caused to a third party as a result of my participation in this event. If I have no such insurance, I certify that I am capable of personally paying for any and all such expenses or liability. _____ (initialize)

6. I understand that unless I fully execute this agreement and deliver it to the Club, I will not be permitted to participate in this activity. _____ (initialize)

7. My signature below indicates that I have read this entire document, understand it completely, understand that it affects my legal rights, and agree to be bound by its terms.

Signature of participant _____ Print Name: _____

If under 18, Signature
Of parent or Guardian: _____ Print Name: _____

Address: _____

Phone(s): _____ Date: _____