



**HOMER TRAILS ALLIANCE  
LIABILITY RELEASE / WAIVER AND INDEMNITY AGREEMENT**

Volunteer Name: \_\_\_\_\_

Check here if Volunteer is under age 18: \_\_\_\_\_

Contact E-mail (required): \_\_\_\_\_

Parent or Legal Guardian Email (required if Volunteer is under age 18): \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Emergency Contact \_\_\_\_\_

Name: \_\_\_\_\_

Relationship to Participant: \_\_\_\_\_

Phone Number: \_\_\_\_\_

- VOLUNTEERS MUST COMPLETE THE WAIVER AND RELEASE FORM
- PARENT/LEGAL GUARDIAN SIGNATURE IS REQUIRED IF VOLUNTEER IS UNDER AGE 18

**I. RELEASE AND WAIVER OF LIABILITY:**

For valuable consideration and in return for being permitted to participate in a Homer Trails Alliance (HTA) trail work event and related social activities ("Event"), I agree to the following:

I am aware that volunteerism and trail work activities are dangerous activities. Nevertheless, I am voluntarily participating in such activities with the knowledge of the respective risks, and I hereby EXPRESSLY ASSUME ANY AND ALL RISKS of personal injury, death or property damage arising from participating in the event. I hereby represent that I am in good health and physically fit to participate in the Event; and have not been advised against participating in the Event by a qualified health professional. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Event.

Such risks that I agree to ASSUME AND AM HEREBY RESPONSIBLE FOR include, but are not limited to , injury, death, or property damage resulting from the negligence of ANY PERSON including the negligence of ANY PERSON (including the negligence of an entity such as HTA); hidden, latent, or obvious conditions defects in the land or equipment used while participating in the Event; the inherent and non-inherent risks associated with volunteerism and/or trail work activities, and any other risks that may be associated with the Event.

Accordingly, I hereby EXPRESSLY WAIVE ANY CLAIM OF LIABILITY AND FOREVER RELEASE AND DISCHARGE HTA; and their respective directors, officers, liaisons, volunteers, sponsors, promotes, and affiliated (collectively, the "Released Parties") FROM ANY AND ALL claims and liabilities arising out of the Released Parties' negligence or the negligence of any other person who causes me to sustain injuries, death, or property damages during the Event.

This Agreement is intended to completely release the Released Parties from any and all liability for personal injuries, death, or property damage sustained while participating in the Event, regardless of whose negligence caused such injuries and damages and regardless of whether I was engaged in volunteerism activities and/or trail work activities. Further, I agree that this Agreement is also binding upon my heirs, distributees, guardians, legal, representatives, and assigns.

**II. Right to Cancel/Change Event Details:**

I understand the Event course, distance, location and timeline can be changed at the discretion of the Related Parties'. All distances are approximate by GPS measurements. The Event can be altered, postponed or cancelled for any reason including but not limited to: inclement weather, natural disturbances, police activity, acts/threats of terrorism, or other reasons beyond the Related Parties' reasonable control. In the Event is cancelled or altered as described above, no refunds, credits, or transfers will be issued, granted, or permitted.

**III. Indemnity:**

If my acts or omissions during the Event cause another person injury, and there is a claim against the Released Parties for such injury, I agree to defend the Released Parties and indemnify the Released Parties for any and all expenses or liabilities resulting from such claims. Further, I agree to indemnify the Released Parties for all medical or property expenses that they may incur due to my participation in the Event.

**IV. Jurisdiction Clause:**

Should any litigation arise out of the Event any activity covered by this Release, whether signed electronically or in paper, jurisdiction shall be Homer, Alaska.

**V. Publicity Release:**

I grant HTA the right to take photographs or video of me in connection with the Event. I authorize the HTA to use and publish, without my review or approval, the same in print and/or electronically for any lawful purpose (such as publicity, advertising, or Web Content) with or without my name and without payment of any kind due to me.

Yes. I grant permission.       No. I do not grant permission.

As the Parent/Legal Guardian of \_\_\_\_\_, I grant permission for Homer Trails Alliance to take photographs or videos of minor child to use and publish, without my review or approval, the same in print and/or electronically for any lawful purpose (such as publicity, advertising, or Web Content) without their name and without payment due to said minor child.

**VI. Full Agreement:**

This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have made apart from this Agreement. If any provision of Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions

**All information will be added to a contact list for future volunteer projects, trail maintenance work groups and training opportunities coordinated by Homer Trails Alliance. By signing this form, you are agreeing to the information provided to be used by Homer Trails Alliance.**

I HAVE READ THIS AGREEMENT. I AM AWARE THAT THIS CONTRACT IS LEGALLY BINDING AND I AM RELEASING LEGAL RIGHTS BY SIGNING IT.

Signature \_\_\_\_\_

Date \_\_\_\_\_

I AM THE PARENT OR LEGAL GUARDIAN OF THE VOLUNTEER. I AM OF LEGAL AGE AND AM FREELY SIGNING THIS AGREEMENT. I HAVE READ THIS FORM AND UNDERSTAND THAT BY SIGNING THIS FORM, I AM GIVING UP LEGAL RIGHTS AND REMEDIES.

Signature of Parent/Legal Guardian if Volunteer is Under 18 \_\_\_\_\_

Date \_\_\_\_\_