

## Release, Assumption of Risk, and Indemnity Agreement

**Please Read Carefully (A separate form must be completed for each adult and minor)**

I, or the MINOR identified below who is less than 18 years of age of whom I am the parent or guardian, desire to volunteer or participate in rigorous physical activities and use services provided by or through Active Southern WV, Inc., its officers, operators, directors, volunteers, participants, contractors, agents or employees. I understand that there are certain risks involved in such activities and services and such risks cannot be eliminated without jeopardizing the essential qualities of the activity. I understand that volunteering and participating in these activities and services pose substantial risks of injury, paralysis or death and of damage to or loss of personal property as the result of exposure and other known and foreseeable risks, which include the risks of being injured while engaged in such activities; gross negligence for bad judgment by Active Southern WV, Inc. or other participants; the risks arising from the failure or misuse of equipment; the risks of injury or drowning while on rivers, lakes or streams; the risk of injury while traveling on rough terrain by foot or conveyance; the risks that injuries may occur in an area without adequate medical facilities; the risks of equipment failure; risks of injury while being rescued; the risks of falling; the risks of exposure to insect bites or bee stings, or other injuries inflicted by insects, reptiles, or plants; the risk of and the potential for human error; the risks associated with known or unknown conditions regarding my physical condition; and the risks of physical exertion associated with any activities. I acknowledge that I may stop my participation in any activities at any time. I represent that I or the minor am/are in good physical condition and health and am/is able to safely participate in such activities, and I am prepared to assume all risks related to this activity on my own behalf or on behalf of hereinafter named minor.

In consideration of the participation by myself or the minor in activities and the use of services, I ASSUME, for myself or the minor, to the greatest extent permitted by law, all of the risks to myself or to the minor, whether or not specifically identified herein, of all the activities in which I or the minor participate and the services we use; I RELEASE Active Southern WV, Inc., and all other participants from any and all liability to myself or to the minor, including, but not limited to, liability arising from anyone's negligence, gross negligence, and/or willful and wanton conduct; and I WILL INDEMNIFY AND HOLD HARMLESS Active Southern WV, Inc., from any and all costs, liabilities and claims, of every kind and nature whatsoever, arising, directly or indirectly, from my or the minor's participation in activities or use of services, including any legal costs and expenses and the costs of any medical or other expenses incurred for my or the minor's benefit.

I consent for myself and for the minor to use by Active Southern, Inc., of photographs and video recordings made of me or of the minor while participating in activities or using services without further compensation and agree that all such materials, including negatives, are the sole property of the Active Southern WV, Inc. All identifying information will be stored by a third party partner (Business Associate), in accordance with the Registry Participation Agreement 2.b-c. And to comply with privacy laws as stated in the 12.ei

I agree for myself and the minor that the exclusive venue of any suit against the Active Southern WV, Inc., for any reason, shall be the Circuit Court of Raleigh County, West Virginia. I consent for myself and the minor to the jurisdiction of such Courts as to any action against myself or the minor to enforce this Agreement. I agree that this Agreement is to be interpreted under the laws of the State of West Virginia and agree that if any part

of this Agreement is found to be invalid that all other portions shall be fully enforced. I have completely read this document before signing.

THIS RELEASE, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT shall continue in full force and effect until specifically revoked by me or, in the case of a minor, for whom I have consented, has attained the age of eighteen (18) years.

Waiver version: 3/6/19

Waiver for:

Adult (over 18 years of age)  
Minor (under 18 years of age)