

THUNDER MOUNTAIN CAMERA CLUB

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT ("AGREEMENT")

IN CONSIDERATION of being permitted to participate in any way in Thunder Mountain Camera Club ("TMCC") sponsored activities ("Activity"), I, for myself, my personal representatives, assigns, heirs and next of kin:

1. Acknowledge, agree and represent that I understand the nature of the Activity and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further acknowledge that the Activity may involve certain hazards. I further agree and warrant that if at any time I believe the conditions to be unsafe, I will immediately discontinue further participation in the Activity. Participation in all TMCC activities is entirely voluntary.
2. Fully understand that: (a) Activity involves risks and dangers of serious bodily injury, including permanent disability, paralysis and death, and also involves risk of damage or loss of equipment ("Risks"); (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or the negligence of the "Releasees" named below; (c) there may be other risks and social and economic losses, either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and responsibility for losses, costs, and damages I incur as a result of my participation in the Activity.
3. Agree that images shared with TMCC may be published in club-related media. This may include the following: digital projection, internet publication, contest entry, or other forms. Electronically and physically shared images may be vulnerable to harm or piracy. TMCC is not responsible for any unauthorized use of images, or litigation that may result from such use.
4. Hereby release, discharge and covenant not to sue TMCC, its affiliates, their respective administrators, directors, and officers (the "Releasees" herein) from all liability, claims, demands, losses or damages on my account caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations; and I further agree that if, despite this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement, I or anyone on my behalf makes a claim against any of the Releasees, I will indemnify, save, and hold harmless each of the Releasees from any litigation expenses, attorney fees, loss, liability damage, or cost which may incur as the result of such claim.
5. Agree to engage in TMCC and any of its programs or events in a reasonable fashion and not to act negligently or engage in misconduct while participating in those activities. Transportation to and from events is my own responsibility and I release TMCC from liability. I understand that I will be responsible for damages that may arise out of my negligence or misconduct.

I have read this Agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and have signed it freely and without 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 and agree that if any portion of this Agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

Participant's Signature: _____
(Parent or Legal Guardian must sign if Participant is under 18 years of age)

Printed Name: _____

Date: _____