

**RELEASE AND WAIVER OF LIABILITY,
ASSUMPTION OF RISK AND IMDEMNITY AGREEMENT**

I, _____, of legal age, HEREBY, give my consent to participate in any of the events organized by **OUT THERE SPORTS AND RECREATION**, a social organization for gays, lesbians, bisexuals, and transgendered (GLBT) individuals and their alliances.

I fully understand that all activities undertaken by **OUT THERE SPORTS AND RECREATION** and in any future events, activities, and sports, including but not limited to, hiking, trekking, wall or rock climbing, ice hockey, floor hockey, Ultimate, frisbee game, tennis, kayaking and camping are physically demanding and often dangerous events.

I accept and assume all risks and loss, damage and injury, including death, to my property or myself, including without restriction to those arising from my physical condition. I represent and warrant that I am in good physical condition sufficient to engage in the activities.

I **HEREBY release and discharge OUT THERE SPORTS AND RECREATION**, its organizers, members, officers, directors, agents or employees and their respective personal representatives, assigns, heirs, and next-of-kin (the "Releasees"), from all liability to me **arising from participation in activities organized by Out There Sports and Recreation**, including from any and all claims, demands, losses or damages on account of any injury, including, but not limited to, death caused or alleged to be caused, in whole or in part, by the Releasees, and covenant not to sue **OUT THERE SPORTS AND RECREATION** in respect thereto.

If despite this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement, I make a claim against any of the Releasees named above, I agree to indemnify and save and hold harmless the Releasees and each of them from any litigation, expenses, attorney fees, loss, damage or costs they may incur due to the claim made against any of the Releasees named above whether the claim is based on the negligence of the Releasees or otherwise. **I further agree to indemnify OUT THERE SPORTS AND RECREATION**, its organizers, members, officers, directors, agents or employees, from any costs incurred by any of them in connection with any injury or loss suffered by me while participating in the activities of **OUT THERE SPORTS AND RECREATION**.

By signing this, Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement, I fully understand that this agreement is valid to all future events, activities and sports that I will participate and undertaken by Out There Sports and Recreation and its Releasees named above.

I have read this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement, and understand that by signing it I give up substantial rights that I would otherwise have to recover damages for loss occasioned by the Releasees' fault, and sign it voluntarily without inducement. I also hereby acknowledge my full understanding of the foregoing and specifically waive any requirement for independent legal advice.

Signature of Witness

Signature of Participant

Print Name of Witness (Surname, First Name)

Print Name of Participant (Surname, First Name)

Date