

# SEDONA WESTERNERS RELEASE OF LIABILITY

## THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS READ IT CAREFULLY

NOTE: If you are viewing this form on your computer, you may type in the information directly.

Please type (computer) or print clearly (ink) all information in this box.

\*Your name as it will appear on your name tag, if a new member.

I,\* \_\_\_\_\_, AM AWARE THAT ON AND OFF TRAILHIKING, ROCK CLIMBING, CROSSING STREAMS AND TRAVELING IN MOUNTAINOUS TERRAIN ARE HAZARDOUS ACTIVITIES, AND I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES AND/OR INSTRUCTION WITH KNOWLEDGE OF THE DANGER INVOLVED, AND I HEREBY AGREE TO ACCEPT, AND I VOLUNTARILY ASSUME, ANY AND ALL RISK OF DEATH, INJURY, LOSS, OR DAMAGE TO PERSON OR PROPERTY.

Address \_\_\_\_\_ E-mail \_\_\_\_\_

City \_\_\_\_\_ St \_\_\_\_\_ Zip \_\_\_\_\_ Phone # ( ) \_\_\_\_\_

For official use only: Member

Amount paid \$

### I have read the Sedona Westerners Hiking Rules and I agree to abide by those rules.

Every reference to the "SW" in this two-page document shall be deemed to include the Sedona Westerners, its groups, officers, employees, members, leaders, instructors, contractors, volunteers, and agents of any kind.

I understand I have a right to sue in various courts to recover for injuries or loss proximately caused by negligence or other acts. By signing this release of liability, I am waiving and giving up forever the right to sue the SW in any federal or state court. I also waive and give up forever the right to seek or compel arbitration of any claim I may have against the SW.

I agree that I will not sue, or otherwise make any claim against the SW for death, injury, loss, or damage, to person or property, resulting from the negligence of, or other acts by, however caused, any officer, employee, member, leader, instructor, contractor, volunteer, or agent of any kind, of the Sedona Westerners or its groups, as a result of my participation in on- or off-trail hiking, rock climbing, crossing streams, traveling in mountainous terrain, and any other activities of the Sedona Westerners or its groups. I also agree that I will not sue, or otherwise make any claim against the SW for any injury or loss I may incur, including death, while traveling to or from any activity of the Sedona Westerners or its groups.

**PLEASE READ AND SIGN REVERSE SIDE**

I also agree to release and discharge the SW from all actions, claims or demands, for myself, my heirs, personal representative, child or ward, next of kin, spouse, and assigns, for death, injury, loss, or damage to person or property, resulting from my participation in on- or off-trail hiking, rock climbing, crossing streams, traveling in mountainous terrain, and any other activities of the Sedona Westerners or its groups, including traveling to and from such activities.

The terms of this release shall also be binding as to any other persons, or members of my family, including any minors, which may accompany me. I hereby warrant that I have the authority to release and discharge the SW for myself and others as set forth herein.

I also agree to indemnify and save and hold harmless the SW from and against any and all loss, liability, damage, or cost, including attorney's fees, the SW may incur arising out of or in any way connected with any death, injury, loss, or damage, to person or property, resulting from my participation in, on-, or off-trail hiking, rock climbing, crossing streams, traveling in mountainous terrain, and any other activities of the Sedona Westerners or its groups, including traveling to and from such activities.

In the event any person, including but not limited to a signatory to this agreement or anyone acting in his or her place, or any entity, including but not limited to any insurance company or health care provider, sues the SW for damages or other legal or equitable relief or for any form of indemnity in any court or before any arbitrator, arising out of my participation in activities of the Sedona Westerners or its groups, I promise to reimburse the SW for all of the costs of the legal defense including, but not limited to, attorney fees, court fees, deposition costs, postage, photocopy expenses, as well as messenger, telephone, and facsimile transmission costs. Further, I agree to indemnify the SW in the amount of any settlement, judgment, or any other form of award including, but not limited to, arbitrator's award imposed against them, arising out of or in any way connected to my participation in activities of the Sedona Westerners or its groups, including traveling to and from such activities.

I agree to the terms of this release of liability with the understanding that the Sedona Westerners does not require of or provide to its groups, officers, employees, members, leaders, instructors, contractors, volunteers, or agents, any training of any kind whatsoever, including first aid training.

I agree that this release of liability will be governed by the law of the State of Arizona and is intended to be as broad and inclusive as is permitted by Arizona law. In any event any portion of this release of liability is determined to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the balance of this release of liability shall not be affected or impaired in any way and shall continue in full legal force and effect.

I am over the age of eighteen years.

**I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A PROMISE NOT TO SUE, A RELEASE OF LIABILITY, AND A CONTRACT OF INDEMNITY BETWEEN MYSELF AND THE SEDONA WESTERNERS AND I SIGN IT OF MY OWN FREE WILL.**

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_