

BOSTON HIKING CLUB, INC.

86 FITCHBURG ST, WATERTOWN, MA 02472

MEMBERSHIP APPLICATION AND **PARTICIPANT ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS & RELEASE AND INDEMNITY** **AGREEMENT**

To apply for BHC Membership and participate in BHC activities, please read the following two-page document carefully and in its entirety before signing it. All BHC participants must sign this document. For participants under 18 years of age, a parent or legal guardian must sign.

PARTICIPANT ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS & RELEASE AND INDEMNITY **AGREEMENT**

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BOSTON HIKING CLUB, INC., A MASSACHUSETTS NON-PROFIT CORPORATION, (HEREINAFTER "BHC") IS NOT RESPONSIBLE FOR ANY AND ALL INJURY, DISABILITY, DEATH, PROPERTY DAMAGE OR LOSS TO ANY PERSON SUFFERED WHILE PARTICIPATING IN ANY ACTIVITY PLANNED, SPONSORED AND MANAGED BY BHC FOR ANY REASON WHATSOEVER, INCLUDING NEGLIGENCE ON THE PART OF BHC OR ANY OF ITS DIRECTORS, OFFICERS, ORGANIZERS, GROUP LEADERS, MEMBERS, EMPLOYEES, VOLUNTEERS, OR AGENTS OF BHC, OR ANY OTHER HIKER, GUEST MEMBER, OR PERSON PRESENT AT OR PARTICIPATING IN ACTIVITIES PLANNED, SPONSORED AND MANAGED BY BHC.

IN CONSIDERATION of my participation in BHC activities, by entering my personal information and signature in the accompanying form, I **HEREBY WAIVE AND RELEASE FROM LIABILITY AND COVENANT NOT TO SUE** BOSTON HIKING CLUB, INC., its directors, officers, organizers, group leaders, members, employees, volunteers, agents of BHC, or any other hiker, guest member, or person present at or participating in activities planned, sponsored and managed by BHC (collectively "the Released Parties"), from any and all present and future claims resulting from negligence on the part of BHC or any of its directors, officers, organizers, group leaders, members, employees, volunteers, or agents of BHC, or any other hiker, guest member, or person present at or participating in BHC activities for any and all injury, disability, death, property damage or loss, arising as a result of my participation in any and all of activities planned, sponsored and managed by BHC and any activities incidental thereto, wherever, whenever, or however the same may occur. I hereby voluntarily waive any and all claims resulting from negligence of the releases or otherwise, both present and future, that may be made by me, my family, estate, heirs, assigns, or personal representatives.

ACKNOWLEDGMENT AND ASSUMPTION OF RISKS: I ACKNOWLEDGE that there are inherent dangers, hazards, and risks (collectively "Risks") associated with BHC activities that can cause or lead to injury, disability, death, or loss or damage to person or property of participants and others. I acknowledge that the Risks of BHC activities mean those dangerous conditions are an integral part of BHC activities. I acknowledge that activities of BHC include, but are not limited to hiking, backpacking, camping, trailing, mountaineering, climbing in snow or rain and cold or hot weather conditions, wilderness emergency training, first aid and rescue, participation in volunteer service, transportation or travel to and from activities, and meetings. **Risks assumed** include, but are not limited to:

Risks present in an outdoor, mountainous, or wilderness environment on land or water, both on and off trails.

Risks in decision making, such as misjudgment of weather or participant's capabilities, health, route, etc.

Personal health and participation risks should be judged and decided solely by a participant who is entirely responsible for his or her judgment, regardless of any advice or recommendation given by BHC.

Risks of equipment misuse, breakdown, failure, or malfunction.

Risks of remote place activities that may cause potential delays and difficulties of communication, transportation, and medical care, risk of several hours or days of delay for receiving medical care.

Risks connected with camping chores such as food allergies, fuel explosions and burns, and contaminated water.

Risks associated with transportation to and from initial meeting points to trail starts.

Risks regarding conduct, including participant(s) or third parties may act carelessly and recklessly or get into a fight, and risks of getting a citation for violating no-smoking or no pet rules of a trail regulation.

Other risks that are generally associated with mountain trail hiking activities and management activities.

These and other risks which may not be fully identified hereby may result in participant's falling, slipping, being struck, colliding with objects or people, car accident, drowning, reacting to weather conditions or increased exertion, suffering gastrointestinal complications or allergic reactions, becoming lost or disoriented, or other problems. These and other circumstances may cause hyperthermia, hypothermia, frostbite, dehydration, burns, heart or lung complications, broken bones, concussions, paralysis, mental or emotional trauma, or other injury, disability, death, property damage, or loss.

I AM AWARE that children who are 8 years old or younger are not recommended to participate in any BHC activity, **particularly under severe weather conditions such as cold, snow, or a rainstorm, or in any BHC activity with a difficulty rating higher than 3 (out of 5, where 1 is least difficult) as posted by BHC.** Parents or guardians are fully responsible for their children's safety and welfare during the entire time of participation.

PARTICIPANT ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS & RELEASE AND INDEMNITY
AGREEMENT continued

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I AM VOLUNTARILY PARTICIPATING in this and future activities of BHC with knowledge of the Risks and hereby agree to accept any and all inherent Risks of any personal injury, disability, death, property damage, or loss.

I FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS BHC and any of the Released Parties listed above for any and all claims arising as a result of my participating in any and all of the activities planned, sponsored, and managed by BHC, or any activities incidental thereto, wherever, whenever, or however the same may occur.

I HEREBY GRANT to BHC and the Released Parties the unlimited right to obtain, use, and publish all images of me or the minor for whom I sign, created by anyone participating in BHC activities, in any means they may choose.

I UNDERSTAND that this waiver is intended to be as broad and inclusive as permitted by the General Laws of the Commonwealth of Massachusetts, and agree that if any portion is held invalid, the remainder of this waiver will continue to be in full legal force and effect. I further agree that the venue for any legal proceedings shall be in the Commonwealth of Massachusetts.

I AFFIRM that I am of legal age and freely sign this agreement. If I am a minor, my parent or guardian is signing this agreement. I have read this form fully, or have been impartially informed by translation of contents and meanings of statements in this form, and I fully understand that by signing this form, I am giving up legal rights and/or remedies that may be available to me for the negligence of BHC or any of the parties listed above.

WARNING: SIGNING THIS DOCUMENT WILL AFFECT YOUR LEGAL RIGHTS. READ IT CAREFULLY!

+++++PLEASE FILL OUT ALL ITEMS LEGIBLY BY EACH APPLICANT/PARTICIPANT.+++++

By signing and submitting this AGREEMENT, the signer is also submitting his or her BHC Membership Application.

PERSONAL INFORMATION

Name (English):	_____	Name (Korean):	_____
Date of Birth (MM/DD/YYYY):	_____	Cell Phone:	_____
Home Phone:	_____	Email:	_____
Street Address:	_____	City:	_____
State:	_____	Zip:	_____

EMERGENCY CONTACT INFORMATION

Name (English):	_____	Name (Korean):	_____
Relationship	_____	Cell Phone:	_____

PARENT OR GUARDIAN SIGNATURE IF AGE UNDER 18

Name (English):	_____	Address:	_____
Signature:	_____	Date:	_____

SIGNATURE

Date:

Signature: _____