

Garrett Trails WAIVER AND RELEASE OF LIABILITY

IMPORTANT – READ CAREFULLY

THIS document affects your legal rights. It must be signed by you, the "Participant", whether you are an adult or minor, if you are participating in activities offered by Garrett Trails or Garrett Trails Volunteers as the "Provider". It must be signed by your parent or guardian if you are a minor participant under eighteen (18) years of age. Only a custodial parent or legally appointed guardian may sign for a minor participant. The custodial parent or legal guardian agrees to these terms individually and on behalf of the minor.

Reference in this Agreement to "I" or "we" include all who sign below unless otherwise clearly indicated. References to "parent" or "guardian" means custodial parent or legally appointed guardian.

The undersigned Participant represents that he/she has no physical, cognitive or emotional condition that would be a risk as that term is defined in this document.

Individuals with known physical, emotional or cognitive disability or impairment and individuals who have been diagnosed and/or treated for any such impairment must file with the Provider a written statement from a diagnosing or treating physician that such disability or impairment does not preclude the individual from use of equipment or participation in the activity or activities for which the individual seeks enrollment. Without limiting the generality thereof, a physical, cognitive or emotional disability or impairment which will preclude the individual from enrollment in an offered program or the use of equipment is one that would be a risk to the individual, students, instructors, or other participants in a proposed activity. Notwithstanding the foregoing, the Provider, its designated agents or employees, reserves the right to exclude any participant deemed unable to participate in the proposed activity for physical, cognitive or emotional reasons.

In consideration of being allowed to participate in any way in the programs, activities and related events (including the use of equipment), I, _____, the undersigned Participant, custodial parent or legal guardian of a minor Participant, understand, acknowledge, appreciate and agree as follows:

Outdoor recreational activities of the type conducted by the Provider have inherent risks, dangers and hazards with respect to both the activity and the equipment used in such activity. The risk of injury from the activities involved in this program is significant, including the potential for permanent injury, paralysis and death, and while particular skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist.

My participating in such activities and/or use of equipment may cause bodily injury resulting in death or permanent physical disability or impairment, illness, temporary or permanent.

The risks and dangers associated with participation in Provider's Programs include but are not limited to interaction with wildlife, exposure to water-borne pathogens, the forces of nature, equipment failure, errors in judgment by instructors, guides, members of the Provider's staff and other participants, including the improper assessment of the capabilities and conditions pertaining to the activities; equipment may be misused or may fail because of manufacturing defects or otherwise; the unpredictable force of nature, including exposure to the sun, cold, wind, hail, lightning, flash floods and other such phenomena. Activities may take place in remote places, significantly delaying emergency medical care and evaluation.

I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of Provider immediately.

Participant, and the parent or guardian of a minor Participant acknowledge and understand the description of activities and risks set forth herein is not complete and that all activities, whether or not described, may be dangerous and may include risks which are inherent and cannot be reasonably avoided without changing the nature of the activity. Participation in the activities can cause bites, stings allergic reactions, overexertion, heat stroke, hypothermia, illness due to contaminated water, burns, cuts, bruises, sprains, broken bones and other

injuries and illnesses.

I understand and acknowledge that there are risks inherent in transportation to and from the activity site(s). These risks may include but are not limited to: driver error, vehicle system/component failure, accidents resulting from inclement weather conditions such as rain, snow, ice and fog and actions caused by third parties. I hereby assume all responsibility for losses, damages, injuries and death as a result of transportation to and from the activity site(s).

I, (the Participant or the parent or guardian of a minor Participant) understand the nature of the services and activities offered by the Provider and their risks. I acknowledge and expressly assume all risks of the activities whether or not described herein, known or unknown, inherent or otherwise. I take full responsibility for any injury or loss, including death, which I, or a minor child for whom I sign, may suffer, arising in whole or in part out of such activities. I hereby release, agree to indemnify and hold harmless Garrett Trails, its officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers and, if applicable, owners and lessors of premises, public or private, used for the activity, all collectively referred to as the "Releasees", with respect to any and all injury, disability, death or loss or damage to person or property associated with my presence or participation, whether arising from the negligence of the Releasees or otherwise, to the fullest extent permitted by law.

I understand and acknowledge that by execution of this Waiver and Release that I am releasing, discharging and waiving any claims or actions that I otherwise may have against the Provider, its owners, agents, officers and employees for loss and damage of every kind and nature arising from my participation, or the participation of a minor child for whom I sign, for the acts or omissions of the Provider, including acts of negligence; excluding, however, willful, deliberate or wanton acts or omissions or conduct amounting to gross negligence.

The venue of any dispute between the parties arising out of or in any way related to this Agreement shall be Garrett County, Maryland.

I hereby authorize and give full consent for Garrett Trails to copyright, publish, or use in public displays all photos in any medium in which I, the undersigned, appear.

Participant understands and acknowledges that this Waiver and Release of Liability is intended to encompass all programs and activities of Garrett Trails in which Participant enrolls after the date hereof.

I have read this release of liability and assumption of risk agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without any inducement.

PARTICIPANT'S SIGNATURE

DATE

PARTICIPANT'S PRINTED NAME

_____ I am over 18 years of age.

FOR PARENTS/GUARDIANS OF MINOR PARTICIPANTS (UNDER AGE 18 AT THE TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this Participant, do consent and agree to his/her release as provided above of all Releasees and, for myself, my child and our heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above.

Please read the following paragraphs outlining the State of Maryland's liability and medical coverage responsibility for volunteers.

Liability

Although not a compensated employee of the State, a volunteer is included in the definition of "State personnel" within the meaning of a law that protects State employees from liability. The law provides, "State personnel . . . are immune from suit in courts of the State and from liability in tort for a tortious act or omission that is within the scope of the public duties of the State personnel and is made without malice or gross negligence."¹ Thus, the State will represent and defend a volunteer sued for commission of a tortious act provided the volunteer's conduct falls within the stated limitations: the act is committed (a) within the scope of the volunteer's service, (b) without malice, and (c) without gross negligence.

Medical Insurance Coverage

A volunteer worker for a unit of State government is a covered employee under the Maryland Workers' Compensation Act; specifying that, for certain purposes, the State is the employer of a certain volunteer worker; limiting the benefits provided to a volunteer worker to medical services and treatment under Subtitle 6, Part IX for a compensable injury.² Workers' Compensation claim forms must be submitted through the appropriate channels within thirty (30) days of the date of the accident/injury.

I attest that I have read, understand, and accept the above provisions for liability and medical coverage for volunteers.

Signature _____ Date _____

Parent / guardian signature if under 18 _____

Printed name of parent/guardian _____

Please submit this application to: Tyler Wakefield
MD Forest Service
Department of Natural Resources
580 Taylor Avenue, Bldg. E-1
Annapolis, Maryland 21401

You will be contacted to verify we received your application and answer questions you may have.
COMPLETION OF THIS APPLICATION DOES NOT GUARANTEE ACCEPTANCE AS A VOLUNTEER.

The facilities and services of the Department of Natural Resources are available to all without regard to race, color, religion, sex, sexual orientation, age, national origin, or physical or mental disability.

¹ Courts and Judicial Proceedings Article, §5-522 (b). The law is within the Maryland Tort Claims Act. See State Government Article, §12-101(a)(3) and COMAR 25.02.01.02B(8) (State personnel includes individuals not paid by the State who are (1) performing services for a unit of State government; and (2) participating in a formal volunteer program or formally recognized by the unit as a volunteer.)

² Labor and Employment Article, §9-231.1.