

WOMEN'S CLUB OF GREATER LAKEWAY
SPECIAL INTEREST GROUP-HIKE & BIKE

EXPRESS ASSUMPTION OF RISK, FULL RELEASE OF LIABILITY AND INDEMNITY
AGREEMENT ("Agreement")

THIS DOCUMENT WAIVES IMPORTANT LEGAL RIGHTS EXPRESS ASSUMPTION OF RISK Associated with Sport and Related Activities of the Hike and Bike (H&B) Special Interest Group (SIG) of the Women's Club of Greater Lakeway (WCGL).

I affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with H&B activities, transportation of equipment related to the activities, and traveling to and from activity sites in which I am about to engage. Inherent hazards and risks include but are not limited to:

1. Risk of injury from the activity and equipment utilized is significant including the potential for broken bones, severe injuries to the head, neck, and back or other bodily injuries that may result in permanent disability and death.
2. Possible equipment failure and/or malfunction or misuse of my own or others' equipment.
3. Protective gear cannot guarantee the participant's safety. I further agree that no helmet can protect the wearer against all potential head injuries or prevent injury to the wearer's face, neck or spinal cord. I agree that I will wear approved protective gear as decreed by the governing body of the sport in which I participate.
4. Variation and/or steepness of terrain, variation or changes in surfaces including but not limited to snow surfaces, ice, bare spots, rocks, stumps, debris, cliffs, trees, fences, posts, trees, light poles, signs, buildings, roads, walkways, ramps, rails, stairs, pyramids, manual pads, bowls, half-pipes, jumps, padded and non-padded barriers, other persons, and other natural and man-made hazards.
5. My own negligence and/or the negligence of others, including but not limited to operator error and guide decision making including misjudging terrain, weather, riding surfaces or other obstacles.
6. Exposure to the elements and temperature extremes may result if frost nip, frost bite, heat exhaustion, heat stroke, sunburn, hypothermia and dehydration.
7. Dangers associated with exposure to natural elements include but are not limited to avalanche, rock fall, inclement weather, thunder and lightning, severe and or varied wind, temperature and other weather conditions.
8. Dangers associated with open water activities may include tipping or turning over of watercraft; entanglement in obstructions; exposure to heat, cold, lightning, strong currents, injurious plants, harmful algae, bacteria, waterborne toxins, insects, animals, or other elements; sunburn; dehydration; heat stroke; muscle cramps; exhaustion; hypothermia; or accidental drowning.
9. Accidents or illness occurring in remote places where there are no available medical facilities.
10. Fatigue, exhaustion, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.
11. Impact or collision with other athletes, spectators, facility employees, pedestrians, motor vehicles, cyclists, and watercraft.

12. The risks, dangers and ill-effects inherently associated with sports and social events can include food, drink, alcohol, traveling into unknown neighborhoods, night-time travel to events, strangers, and premises dangers such as tripping and falling.

13. I understand the description of these risks is not complete and unknown or unanticipated risks may result in injury, illness, or death.

In consideration of my being accepted as a member of WCGL and being permitted to join the H&B SIG, I agree that:

1. I fully release and hold harmless the WCGL and its current and future directors, officers, members, volunteers, SIG chairs and members, employees, principals and agents (collectively, "the Releasees") from any and all harm, injury, loss or damage to person or property, including personal injury, disability or death, which occurs at any time after execution of this Agreement and may directly or indirectly be connected to the WCGL or its affiliates or by my presence at or participation in any social or other event held or hosted by any of them, whether arising from negligence or intentional conduct or omission.

2. I release the Releasees from liability and responsibility whatsoever for and waive all claims or causes of action that I may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by negligence of the Releasees or otherwise.

3. I understand that the above list of risks and dangers is not intended to be exhaustive and I intend this Agreement to be construed broadly and to encompass all risks and injuries permitted by the laws of the State of Texas.

4. I understand that the WCGL does not perform background checks on its current, future/prospective members, and that people in leadership positions are volunteers, not professionals.

5. I understand that the Releasees are relying on my signing of this Agreement and would not otherwise volunteer, serve, or organize events or permit my participation without my execution of this Agreement.

6. I further agree to indemnify each Releasee described above should such Releasee suffer any claims, liabilities, losses, property damage, demands, or causes of action including personal injury or death suits and expenses, including court costs and attorney fees, caused directly or indirectly by my negligent or intentional acts or failures to act, or if such acts or failures to act are directly or indirectly caused by me or by any person in my family or my guests while participating in WCGL activities.

7. This Agreement shall also be binding on my estate, personal representatives, heirs, survivors, successors, assigns, and all other persons who could make a claim against the Releasees that relates to any injury or harm to me.

8. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

I have read this Agreement and understand it. I have full authority to enter into this Agreement. I sign voluntarily on behalf of myself. I acknowledge that I am under no pressure to sign this Agreement and have been advised to consult with my attorney if I have any doubts about the advisability of signing it.