



STA 2019 Hiker Challenge Acknowledgement of Participants Responsibility, Expressed Assumption of Risk, and Release of Liability

I understand that during my participation in this Sheltowee Trace Association 2019 Hiker Challenge, I may be exposed to a variety of hazards and risks, foreseen or unforeseen, which are inherent in each Hiker Challenge and cannot be eliminated without destroying the unique character of the Hiker Challenge.

These inherent risks include, but are not limited to, the dangers of serious personal injury, property damage, and death (“Injuries and Damages”) from exposure to the hazards of travel and the Sheltowee Trace Association has not tried to contradict or minimize my understanding of these risks.

I know that Injuries and Damages can occur by natural causes or activities of other persons, animals, trip members, trip leaders and assistants or third parties, either as a result of negligence or because of other reasons. I understand that risks of such Injuries and Damages are involved in adventure travel such as the STA Hiker Challenge and I appreciate that I may have to exercise extra care for my own person and for others around me in the face of such hazards.

I further understand that on the Hiker Challenge there may not be rescue or medical facilities or expertise necessary to deal with the injuries and damages to which I may be exposed.

In consideration for my acceptance as a participant in the STA 2019 Hiker Challenge, and the services and amenities to be provided by the STA in connection with the 2019 Hiker Challenge, I confirm my understanding that:

1. I have read and agree (available upon request or online) to comply with the law(s), rule(s), and order(s) of the USDA Forest Service, U.S. Park Service, Commonwealth of Kentucky, State of Tennessee and conditions applicable to the Hiker Challenge, specifically the STA's “Code of Conduct” for participating in an Outdoor Adventure Program of the Sheltowee Trace Association. **(Initial Here Please) (_____)**
2. I shall pay any costs and fees for the Hiker Challenge; and I acknowledge my participation is at the discretion of the leader.
3. The Challenge officially begins and ends at the location(s) designated by the Sheltowee Trace Association. While the Hiker Challenge may or may not include carpooling, transportation, or transit to and from the Hiker Challenge, I am personally responsible for all risks associated with this travel.
4. If I decide to leave early and not to complete the Hiker Challenge as planned, I assume all risks inherent in my decision to leave and waive all liability against the STA arising from that decision. Likewise, if the leader has concluded the Hiker Challenge, and I decide to go forward without the leader, I assume all risks inherent in my decision to go forward and waive all liability against the Sheltowee Trace Association arising from that decision.
5. This Agreement is intended to be as broad and inclusive as is permitted by law. If any provision or any part of any provision of this Agreement is held to be invalid or legally unenforceable for any reason, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

6. To the fullest extent allowed by law, I agree to **WAIVE, DISCHARGE CLAIMS, AND RELEASE FROM LIABILITY** the STA, its officers, directors, employees, agents, and leaders from **any and all liability** on account of, or in any way resulting from Injuries and Damages, even if caused by negligence of the Sheltopee Trace Association its officers, directors, employees, agents, and leaders, in any way connected with the 2019 Hiker Challenge.
7. I further agree to **HOLD HARMLESS** the Sheltopee Trace Association, its officers, directors, employees, agents, and leaders from any claims, damages, injuries or losses caused by my own negligence while a participant on the outing. I understand and intend that this assumption of risk and release is binding upon my heirs, executors, administrators and assigns, and includes any minors accompanying me on the STA Hiker Challenge.
8. I have read this document in its entirety and I freely and voluntarily assume all risks of such Injuries and Damages and notwithstanding such risks, I agree to participate in the 2019 STA Hiker Challenge.
9. I understand, and I agree that the Sheltopee Trace Association has the right to cancel this outing at any time and shall notify me via email, phone or postings to social media. It is my responsibility to check for cancellation before leaving for the designated assembly point.

Outing Name: 2019 STA Challenge

Outing Date (s): One Weekend a Month - Jan to Nov 2019

Name: _____

Signed: _____ Date: _____

If you are a minor (under age 18), your parent or legal guardian must sign this Agreement on your behalf. I hereby agree and consent to the foregoing Agreement on behalf of the minor below.

Name and Age of Minor: _____ (Age) _____

Signature of Parent or Guardian: _____ Date: _____

Updated 11/16/2018