

Waiver of Liability, Discharge of Rights, and Application to Participate

IN CONSIDERATION of being given the opportunity to participate in the 26th Annual Walk Across Maryland (WAM-26 Event) I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of hiking and rock climbing activities, on the Appalachian Trail and elsewhere, and that I am qualified, in good health, and in proper physical condition to participate in such WAM-26 Event.

2. FULLY UNDERSTAND that:

(a) HIKING AND ROCK CLIMBING ACTIVITIES INVOLVE RISKS AND DANGERS of serious bodily injury, including permanent disability, paralysis, and death ("risks");

(b) these risks may be caused by my own actions, or inactions, the actions of others participating in the WAM-26 Event, the conditions in which the WAM-26 Event takes place, or the negligence of the "releasees" named below;

(c) there may be other risks and social and economic losses either not known to me or not foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in the WAM-26 Event.

3. AGREE AND WARRANT that prior to participating and at all times during my participation in the WAM-26 Event, if I observe any condition which I consider to be unacceptably hazardous or dangerous, I will notify the proper authority in charge of the WAM-26 Event and will refuse to take further part in the WAM-26 Event until the condition has been corrected to my satisfaction.

4. HEREBY RELEASE, discharge, and covenant not to sue WAM-26 Event organizers, any participants, volunteers, sponsors, advertisers, and, if applicable, owners and lessors of premises on which the WAM-26 Event takes place, American Mensa, Marshall Hamilton of Harpers Ferry, West Virginia, Gary Chambers of Sunol, California, and Daniel Schmitt of Towson, Maryland (each considered one of the releasees herein) from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the releasees or otherwise, including negligent rescue operations; and I further agree that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement, I, or anyone on my behalf, makes a claim against any of the releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS each of the releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost which any of them may incur as a the result of such a claim.

I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely and without any induction or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force.

Printed name of Participant:

Street: _____

City: _____

State and ZIP: _____

Phone: _____

Email: _____

Date: _____

Participant's Signature (if age 21 or over):

Parental Consent

AND I, the minor's parent and/or legal guardian, understand the nature of hiking and rock climbing activities and the minor's experience and capabilities and believe the minor to be qualified to participate in such activity. I hereby release, discharge, covenant not to sue, and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the releasees from all liability, claims, demands, losses, or damages on the minor's account caused or alleged to be caused in whole or in part by the negligence of the releasees or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS, each of the releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost that any of them may incur as the result of any such claim.

Printed name of Parent/Guardian:

Street: _____

City: _____

State and ZIP: _____

Phone: _____

Email: _____

Date: _____

Parent/Guardian's Signature (only if participant is under the age of 18):

lease complete this form and return it to Marshall Hamilton, PO Box 729, Harpers Ferry, WV 25425, with payment of hike fees.

Those fees are as follows:

All three days	\$35
Friday	\$10
Saturday	\$10
Sunday	\$20
Friday and Saturday	\$20
Friday and Sunday	\$30
Saturday and Sunday	\$25