

## **COURSE PARTICIPANT RELEASE AND INDEMNITY AGREEMENT**

**In consideration** of the services and activities of **New York City Prepper Network's**, their agents, officers, volunteers, employees and all other persons acting in any capacity on their behalf (collectively "**NYCPN**") and any owner of property used by NYCPN for its programs ("**Sponsor**"), as the "Participant" in such activities, I agree as follows:

**I understand** that my participation in any of NYCPN's meetings, courses and/or programs (the "activities"), including, but not limited to, those listed on MeetUp.com, involves inherent risks and dangers, including hazards associated with training in an outdoor environment that may include heat, cold or altitude or uneven terrain, and participating in training exercises in outdoor areas that are remote (although accessible) and, as in all outdoor activities, are inherently dangerous. The risks involved in the activities offered by NYCPN include, but are not limited to accidental injury, illness, trauma, emotional distress, disability, or death. I further understand that I will be participating in training scenarios with other NYCPN members and guests under circumstances where accidents, mistakes or other circumstances may result in injury to me.

**I understand** that traveling in the natural environment can be unpredictable and the risks and hazards that may be encountered may include: insects, snakes, large animals, falling rocks, lightning, and weather conditions. I knowingly and voluntarily choose to participate in the activities and accept and assume the risk of bodily injury, death or property damage occurring while participating in them notwithstanding such risks and dangers.

**I represent** that I am fully capable of participating in the activities without causing harm to others or myself. I (or my parent(s) or guardian - if a minor) assume and accept full responsibility for myself and for injury, death and loss of personal property and expenses suffered by me and them as a result of those inherent risks and dangers identified herein and those not specifically identified, and as a result of my negligence or the negligence of others.

**I hereby** absolve, release and discharge NYCPN and *Sponsor*, their respective representatives, agents, employees, officers, directors, volunteers and successors and assigns (hereinafter referred to individually or collectively as "Releasees"), for myself and my heirs, successors, assigns and personal representatives, from any blame or liability or causes of action whatever, whether based on tort, contract, express or implied, or any other theory, arising from, or on account of, property damage,

economic loss, personal injury or death, related to or arising from my participation in the activities, including, without limitation, any liability or causes of action based on, asserting, or caused by, the negligence or willful misconduct of Releasees or of other persons.

**I further** hereby agree not to sue and agree to indemnify and hold harmless Releasees from any liability or causes of action whatsoever arising from property damage, economic loss, personal injury or death, related to my participation in the activities, including, without limitation, any liability or causes of action based on, asserting, or caused by, the negligence or willful misconduct of Releasees or of other persons and including, without limitation, liability for loss of consortium, wrongful death, and/or emotional distress, which may be asserted by my spouse or others, and agree to pay the legal fees and expenses of Releasees associated with the defense of any claims brought in violation of this Agreement. I give NYCPN permission to use any photographs, videos, and audio reproductions of me (my child) taken during any NYCPN program related activity except as noted.

This instrument shall be governed by the laws of the State of New York. By signing this Agreement I further agree that the State of New York will be the exclusive jurisdiction for any suit related to or arising out of the activities. This Agreement shall be binding on me and on my heirs, successors, assigns and personal representatives. If any provision herein is invalid or unenforceable, in whole or in part, that shall not affect the validity or enforceability of any other provision. I have carefully read and fully understand the terms of this instrument.

Participant Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

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***If participant is under 18, must also be signed by parent or legal guardian.***

Parent or Legal Guardian Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

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