

SEDONA CAMERA CLUB RELEASE OF LIABILITY, ASSUMPTION OF RISK, WAIVER OF RIGHT TO SUE AND INDEMNIFICATION AGREEMENT

Please read this form and the related information on the SCC website (link) carefully and acknowledge your agreement to its terms as part of your application for membership.

Every reference to "SCC" and or "Released Parties" encompasses the Sedona Camera Club, Inc. and its agents including but not limited to its officers, directors, employees, members, leaders, instructors, independent contractors and volunteers.

CLUB ACTIVITIES AND ASSOCIATED RISKS:

I understand that participation in SCC activities, such as outings and Club trips, may expose me to various risks including:

- adverse weather conditions such as lightning, high wind, rain, hail, snow, icy conditions (including ice covered rocks), mud, high water in streams and arroyos and possible flash flooding;
- encounters with poisonous snakes and other dangerous wildlife;
- uneven surfaces including surfaces consisting of loose gravel and rocks, slick and slippery rocks, holes and eroded surfaces;
- rock and boulder climbing, at times requiring the aid of ropes or straps;
- walking for extended distances over mountainous and uneven terrain with heavy brush, including plants with thorns;
- activities that are inherently hazardous and that may expose me to serious risk of injury, illness, disease or even death.
- I further understand that hospital facilities, qualified medical care, and emergency medical evacuation may be limited or unavailable during portions of such activities and, where available, may be expensive.

SCC assumes no responsibility for any of these risks or expenses nor for providing medical care, and I agree to pay for any medical care and/or evacuation that may be provided. I understand that while I am not required to engage in club outings, I may wish to do so, despite the possible dangers that may be encountered. I have made my own assessment of these hazards and the danger they might pose to me personally; I am willing to accept the risk, and I agree to the terms of this release.

ASSUMPTION OF THE RISKS:

My participation in these activities is purely voluntary, and I hereby freely assume the above-mentioned risks and any harm, injury or loss that may occur to me or my property as a result of my participation in Club activities – including any loss caused by the negligence of SCC and other participants.

RELEASE OF LIABILITY:

I hereby RELEASE SCC ("the Released Parties") FROM ALL LIABILITIES, CAUSES OF ACTION, CLAIMS AND DEMANDS that arise in any way from any injury, death, loss or harm that may occur to me or to any other person or to any property in the course of or in relation to club activities including claims arising out of the negligence of the Released Parties and claims based upon strict liability for abnormally dangerous activities to the extent permitted under Arizona law.

INDEMNIFICATION, HOLD HARMLESS AND DEFENSE:

I agree to INDEMNIFY, HOLD HARMLESS AND DEFEND the Released Parties against any and all claims covered by this Release. I also promise to INDEMNIFY, HOLD HARMLESS AND DEFEND the Released Parties against any and all claims made by any person, including myself, that arise out of my own negligence, which include but are not limited to claims made by any insurance company or healthcare provider for damages or other legal or equitable relief or for indemnity, brought in any court or before any arbitrator, arising out of my participation in Club activities, as well as any other claims arising from my conduct. I will reimburse the Released Parties for any damages, reasonable settlements and defense costs (including but not limited to attorney's fees, court fees, deposition costs, postage, photocopy expenses, messenger, telephone and facsimile transmission costs) incurred as a consequence of any such claims made against them. I agree that in the event of my death or disability, the terms of this agreement, including the indemnification obligation contained in this paragraph, will be binding on my estate, and my personal representative, executor, administrator or guardian will be obligated to respect and enforce them.

INFORMATIONAL ADDENDA, OTHER FORMS AND TERMS:

I have carefully read this document and the information on the SCC website (link) in regard to Club activities covered by this Release in appraising the potential risks I may encounter in the course of those activities.

PURPOSE OF AGREEMENT AND SEVERABILITY:

I agree that this agreement constitutes an enforceable release of liability and promise of indemnity as broad and inclusive as permitted by Arizona law. I agree that if any provision of this agreement is found to be invalid or unenforceable, the remainder will continue in full force and effect. I further agree that any invalid provision shall be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of this agreement.

APPLICABLE LAW AND FORUM:

This agreement is governed by and shall be construed solely in accordance with the laws of the state of Arizona, without any reference to its choice of law rules. I agree that any dispute arising from this Agreement or in any way associated with Club activities shall be brought only in the Arizona State Courts in Yavapai County, Arizona or in the US. District Court for the District of Arizona, and I agree to the jurisdiction and venue of those courts in regard to any such dispute.

I have fully informed myself of the contents of this agreement. No oral representations, statements or other inducements to enter into this release have been made apart from what is contained in this document. I apply for membership in Sedona Camera Club, Inc. and agree to be bound by the terms of this agreement and to abide by all of the Club's rules and guidelines.

Approved by **Robert Peake**
Treasurer
Sedona Camera Club

Approval Date: 01/08/2022