

## Cleveland Out and About (COA)

### DISCLOSURE OF RISK, AGREEMENT TO INDEMNIFY, RELEASE & WAIVER FORM

ACKNOWLEDGEMENT AND WAIVER OF RISK and DISCLOSURE OF RESPONSIBILITIES: I understand that certain risks and dangers, both foreseeable and unforeseeable, are inherent in the nature of the activities sponsored by COA, and that the activities are initiated, organized, and/or 'conducted' by individual volunteers who do not hold themselves out as experts or professionals. It is expected that each participant on a trip have the necessary skills, experience, fitness, and equipment, and that each person is responsible for his or her own safety, having suitable first aid supplies and for confirming that his or her equipment is in good working order. And, I agree to participate on that basis.

RELEASE AND WAIVER OF LIABILITY: In consideration of my being permitted to participate in the activities arranged by COA, I, myself, my heirs, executors, and anyone else who may claim on my behalf HEREBY WAIVE ANY AND ALL CLAIMS, LIABILITY, AND DAMAGES I may now and in the future have against COA, its members, trip organizers, and all persons acting under its authority, collectively described here as COA, arising from any and all personal injury, death, property damages, or loss sustained by me arising from or in connection with my participation in the activities of COA however caused. I FURTHER HEREBY RELEASE AND FOREVER DISCHARGE COA from and against all demands, claims, actions, damages, costs, and expenses arising from or with respect to death, injury, damages, or loss to my person or property of any kind whatsoever, by the NEGLIGENCE or GROSS NEGLIGENCE of COA. I FURTHER AGREE to hold harmless and indemnify COA from any and all liability for any damage or injury to the property or persons of any third party resulting from my involvement in or presence during any of the activities of COA. I ACKNOWLEDGE that COA, in obtaining this waiver from me is doing so for COA, including its members, trip organizers, and all persons acting under the authority of COA. In the event that I act in any capacity for COA, I appoint COA as my agent for the purpose of obtaining an indemnify and release of liability from other members of COA or persons participating in its activities.

I CONFIRM THAT I AM THE FULL AGE OF NINETEEN YEARS AND THAT I HAVE READ THIS INDEMNIFY AND RELEASE OF LIABILITY AND ACCEPT ITS TERMS, AND IN WITNESS WHEREOF, I have hereunder set my hand and seal.

Date: \_\_\_\_\_ Leader: \_\_\_\_\_

Print name	Signature	Print name	Signature
1		13	
2		14	
3		15	
4		16	
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**!!!! BE AWARE THAT SIGNING THIS FORM MEANS THAT YOU ACKNOWLEDGE AND ACCEPT ALL THE HAZARDS OF THIS ACTIVITY AND THAT YOU ARE GIVING UP ALL RIGHT TO SUE COA OR ANY OF ITS MEMBERS !!!!**