



## **BUTTERFIELD MULTI-USE TRAILS, INC. LIABILITY WAIVER**

In order to participate in one of Butterfield Multi-Use Trails, Inc. Outings, Events or Volunteer Activities such as trail clean-ups and light trail maintenance you will need to sign the following *liability waiver*: Note: If the participant is a minor, the minor's parent or guardian must sign on the minor's behalf.

### ***Sign-In Sheet & Acknowledgment of Outing Member Responsibility, Express Assumption of Risk, & Release of Liability***

I understand that during my participation in any of these Butterfield Multi-Use Trails Outings, Events or Volunteer Activities, I may be exposed to a variety of hazards & risks, foreseen or unforeseen, which are inherent in each Outing, Event or Volunteer Activity & cannot be eliminated without destroying the unique character of the Outing, Event or Volunteer Activity. These inherent risks include, but are not limited to, the dangers of serious personal injury, property damage, & death ("Injuries & Damages") from exposure to the hazards of travel to and from the Outing, Event or Volunteer Activity & that no BUTTERFIELD MULTI-USE TRAILS, INC. member or officer has tried to contradict or minimize my understanding of these risks.

I know that Injuries & Damages can occur by natural causes or activities of other persons, animals, trail conditions, trip members, trip volunteer leaders & assistants or third parties, either as a result of negligence or because of other reasons. I understand that risks of such Injuries & Damages are involved in travel and trail or open space use such as BUTTERFIELD MULTI-USE TRAILS, INC. Outings, Events and Activities & I appreciate that I may have to exercise extra care for my own person & for others around me in the face of such hazards.

I further understand that on this Outing, Event or Volunteer Activity there may not be rescue or medical facilities or expertise necessary to deal with any Injuries & Damages to which I may be exposed.

In consideration for my acceptance as a participant on this Outing, Event or Volunteer Activity, I confirm my understanding that:

• I have read any rules & conditions applicable to the Outing, Event or Volunteer Activity made available to me; I will pay any costs & fees for travel to and from the Outing, Event or Volunteer Activity; & I acknowledge my participation is at the discretion of the volunteer leader(s).

• The Outing, Event or Volunteer Activity begins & ends at the location where the Outing, Event or Volunteer Activity officially commences with volunteer leader(s) & participants in attendance, as designated by Butterfield Multi-Use Trails, Inc. (“Trailhead”). The Outing does not include carpooling, transportation, or transit to & from the Trailhead, & I am personally responsible for all risks associated with this travel.

• If I decide to leave early & not to complete the Outing as planned, I assume all risks inherent in my decision to leave & waive all liability against BUTTERFIELD MULTI-USE TRAILS, INC. arising from that decision. Likewise, if the volunteer leader has concluded the Outing, Event or Volunteer Activity & I decide to go forward without the leader, I assume all risks inherent in my decision to go forward & waive all liability against BUTTERFIELD MULTI-USE TRAILS, INC. arising from that decision.

• This Agreement is intended to be as broad & 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 & shall remain valid & fully enforceable.

• To the fullest extent allowed by law, I agree to **WAIVE, DISCHARGE CLAIMS, & RELEASE FROM LIABILITY, & to INDEMNIFY & HOLD HARMLESS** BUTTERFIELD MULTI-USE TRAILS, INC., its officers, directors, agents, & volunteer leaders from **any & all liability** on account of, or in any way resulting from Injuries & Damages, even if caused by **negligence** of BUTTERFIELD MULTI-USE TRAILS, INC., its officers, directors, agents, & volunteer leaders, in any way connected with this Outing, Event or Volunteer activity. I understand & intend that this assumption of risk & release is binding upon my parents, guardians, heirs, executors, administrators & assigns, & includes any minors accompanying me on the Outing, Event or Volunteer Activity.

I have read this document in its entirety & I freely & voluntarily assume all risks of such Injuries & Damages & notwithstanding such risks, I agree to participate in the Outing, Event or Volunteer Activity.

Agreed to this Date: \_\_\_\_\_ By: \_\_\_\_\_

Please print your name: \_\_\_\_\_

Please print the minor's name \_\_\_\_\_