

BITTERSWEET GARDEN CLUB

ACKNOWLEDGMENT OF RISK AND RELEASE OF LIABILITY

I am a member of the Bittersweet Garden Club in Jefferson City, MO, a 501C3 organization. The Bittersweet Garden Club members participate in meetings, activities, events or trips, partially or wholly sponsored, organized, directed, conducted, or paid for by the Bittersweet Garden Club (hereinafter “BGC Activities”), including its officers and members (collectively “the BGC”). In exchange for the ability to join and/or participate in such activities, events or trips by my signature on this Acknowledgement of Risk and Release of Liability (“Release”) I hereby irrevocably and unconditionally agree for myself, heirs, estate, insurers, successors and assigns as follows:

1. **ACKNOWLEDGEMENT AND ASSUMPTION OF RISK.** I understand that any and all BGC Activities include an inherent danger of injury, loss, damage, or death. I understand that I am solely responsible for my own safety, and for taking every precaution to provide for my safety and well-being while participating in BGC Activities. I understand that I am solely responsible for assuring that my physical conditioning and health are adequate for me to participate safely in BGC Activities. I understand that the BGC has no obligation to provide medical care and has not undertaken the responsibility to do so. I understand that BGC Activities involve inherent risks and dangers that are impossible to know or predict. These risks include but are not limited to bus or automobile accident; uneven, rough, exposed, unstable, steep or slippery terrain; slips and falls; changing weather conditions; lightning; cold weather; wild or poisonous animals, insects or plants; contraction of or exposure to airborne illnesses and infectious diseases; other forces of nature; remoteness from medical facilities; human errors including but not limited to the provision of first aid or lifesaving efforts, travel by group; travel by motor vehicles or other conveyance; acts or omissions by the BGC officers or members; and acts or omissions by other activity participants. I understand and have considered and evaluated the nature, scope and extent of the risks involved, and I voluntarily and freely choose to assume such risks.

2. **RELEASE FROM LIABILITY.** I fully and forever release and discharge the BGC from any and all injuries (including but not limited to death, illness, and disease), losses, damages, claims (including negligence claims), demands, lawsuits, expenses, and any other liability or claims of any kind, of or to me, my property, or any other person, directly or indirectly arising out of or in connection with my participation in or attendance at any and all BGC Activities, including transportation related to BGC Activities even if it is due to the negligence or other fault of the BGC.

3. COVENANT NOT TO SUE. I will not initiate any lawsuit, court action, or other legal proceeding against the BGC, nor join or assist in the prosecution of any claim for money damages which anyone may have, on account of injuries (including but not limited to death, illness, and disease), losses, or damages sustained by me or others in connection with my participation in or attendance at any or all BGC Activities, and I waive any right I may have to do so. This means that I cannot sue to hold the BGC responsible for any injuries, losses, or damages that I may experience related to BGC Activities, even if due to the negligence or other fault of the BGC. I waive my insurers' right to make a claim against the BGC based on payments by insurers to me or on my behalf for any reason. This means that my insurers have no right of subrogation against the BGC. If any portion of this Covenant Not to Sue is held to be invalid or unenforceable, I agree that the venue of any lawsuit shall be the Cole County Circuit Court, Jefferson City, Missouri, and that, irrespective of any otherwise applicable choice-of-law statute, law or provision, Missouri statutory and substantive law shall apply to any such lawsuit.

4. INDEMNITY. I will hold harmless, indemnify, defend, and reimburse the BGC from and for any sums, costs, or expenses (including attorney fees) incurred by any of the BGC or paid by them to any person (including me or my insurers) in connection with any accident, injury (including but not limited to death, illness, and disease), loss, or damage sustained by me or others in connection with my attendance at or participation in any BGC Activity, including transportation related to BGC Activities. This means that I will reimburse the BGC if anyone makes a claim against them based on injuries, losses, or damages I may suffer.

5. NO INSURANCE; MEDICAL EXPENSES. I understand that the BGC and others involved in BGC Activities do not provide me with any insurance, including life, medical, dental, motor vehicle, or liability, for any illness, accident, injury, loss, or damage that may arise in connection with my participation in or attendance at any BGC Activities. If I want insurance of any kind, I must obtain my own insurance. I will pay my own medical emergency expenses and all subsequent medical expenses associated with any illness, disease, accident, injury, or death in connection with any BGC Activities.

6. VALIDITY. I intend this Release to apply in connection with any BGC Activities at any time and anywhere in the world. I agree that my signature below has the force and effect of indicating my agreement to the terms of this Release. Likewise, if this Release is executed electronically, that action constitutes my acceptance of this Release with the same force and effect as if I were to sign a printed copy of this Release. I further understand and agree that payment of BGC dues or fees constitutes additional, independent acceptance of all the terms of this Release. I further understand and agree

that my signature of a printed copy of this Release is not required to give effect to my acceptance of the terms of this Release, but I will immediately provide my signature on a printed copy of this Release upon request. If any portion of this Release is held to be invalid or unenforceable, all other provisions shall nevertheless continue to be valid and enforceable. This Release supersedes any oral or written statements made by or to me at any time by anyone in connection with any BGC Activities. I understand that I cannot terminate, cancel, or revoke this Release for any reason.

7. PHOTO RELEASE. I hereby give full consent to the BGC to photograph me and/or publish any photographs or videos in which I appear. I agree that said photos or videos may be used for public display and/or publication for nonprofit purposes.

I UNDERSTAND THAT THIS IS A LEGAL DOCUMENT AND THAT BY SIGNING I AM AGREEING TO ITS TERMS WITH THE SAME FORCE AND EFFECT OF LAW. I UNDERSTAND THAT BY AGREEING TO THIS ACKNOWLEDGEMENT OF RISK AND RELEASE OF LIABILITY I AM GIVING UP MY RIGHT TO SUE OR OTHERWISE MAKE ANY CLAIM AGAINST THE BGC. I HAVE READ THIS ENTIRE DOCUMENT CAREFULLY. I FULLY UNDERSTAND ITS CONTENTS AND I VOLUNTARILY AGREE TO ITS TERMS. THIS RELEASE WILL REMAIN IN EFFECT UNTIL RESCINDED IN WRITING.

Member/Participant Printed Name

Member/Participant Signature

Date

Emergency Contact Name

Emergency Contact Relationship

Emergency Contact Phone Primary Phone

Emergency Contact Secondary Phone