



## RELEASE AND WAIVER OF LIABILITY

I, the undersigned, acknowledge for myself, my family, and my guests that I have voluntarily consented to participate in outdoor activities including, but not limited to hiking, biking, sightseeing, swimming, water activities of any kind, rock climbing, caving, and others (the "Activities") on my own accord and on real property owned by, held in conservation easement, and/or managed by the Lula Lake Land Trust (the "Trust") (a non-profit 501(c)3 located at 29 Mount Olive Road, Lookout Mountain, Ga. 30750).

I understand that "the Activities" and all other hazards and exposures connected with related outdoor activities involve risk of harm and loss of life. I am aware of the risks and dangers inherent with the Activities, and I knowingly and willingly assume the risk of injury, including but not limited to injury that might result from accidents, injury from other participants, trees, rocks, holes, bodies of water and other obstacles, whether obvious or not obvious. I agree that any bodily injury, death, or loss of personal property and expenses as a result of my negligence in the Activities or any other activity is my responsibility. In consideration of and as a part of the right to participate in the Activities on or about real property owned or managed by The Trust, and any related parties. I agree and state that I am fully capable of participating in the Activities, I am in excellent health with no known handicaps that might hinder my elective participation in the Activities, and I am fully capable of handling the hazards of weather conditions, walking, and all and any similar conditions associated with said Activities.

As lawful consideration for voluntarily participating in the Activities, I release from any legal liability and agree not to sue, claim against, attach the property of, or prosecute the Trust and all of their officers, managers, organizations, agents, employees, successors and assigns for any and all injury or death caused by or resulting from my participation in the Activities whether or not such injury or death was caused by or resulting from their negligence or any other cause. I agree to defend, indemnify, and hold harmless the Trust and all of their officers, managers, affiliated organizations, agents, employees, successors and assigns for any injury or death caused by or resulting from my voluntary participation in the Activities.

This contract shall be legally binding on me, my estate, heirs, assigns, legal guardians, and personal representatives. I have carefully read the above and fully understand its contents. I am aware that I am releasing certain rights that I may have, and enter into this contract of my own free will.

\_\_\_\_\_  
[Printed Name]

\_\_\_\_\_  
[Date]

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Printed Name of Legal Guardian]

\_\_\_\_\_  
[Date]

\_\_\_\_\_  
[Signature of Legal Guardian]