

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

Please read this form and the Photo Trip information on the SCC website (link) carefully before signing.

Fill out this Release Form completely and return to Sedona Camera Club along with your annual dues.

Every reference to "SCC" and or "Released Parties" in this document shall be deemed to include the Sedona Camera Club, Inc., its groups, officers, directors, employees, members, leaders, instructors, independent contractors, volunteers, and agents of any kind.

PHOTO TRIPS AND ASSOCIATED RISKS:

I understand that participation in any SCC Photo Trip and other SCC activities (hereinafter "Photo Trips") may expose me to risks which may include:

- 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; and
- 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 the Photo Trips and, where available, may be expensive.

SCC assumes no responsibility for any of these risks nor for providing medical care during the Photo Trips, and I agree to pay for any medical care and/or evacuation that may occur. I understand that I am not required to engage in the Photo Trips, but I want to do so, despite the possible dangers and risks and despite this Release. I have made my own investigation regarding these risks and I am willing to accept these risks. My participation in these activities is purely voluntary; no one is forcing me to participate. In consideration of the permission to participate in the Photo Trips, I agree to the terms of this document.

ASSUMPTION OF THE RISKS:

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 the Photo Trips – including any risks caused by the negligence of SCC and other Hike 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 occur to me or to any other person or to any property during the Photo Trips or in any way related to the Photo Trips. This release includes claims for the negligence of the Released Parties and claims for strict liability for abnormally dangerous activities. This release does not extend to claims for gross negligence, intentional or reckless misconduct, or any other liabilities that Arizona law does not permit to be excluded by agreement.

INDEMNIFICATION HOLD HARMLESS AND DEFENSE:

I agree and promise to INDEMNIFY, HOLD HARMLESS AND DEFEND the Released Parties (defined in the preamble and the section Release of Liability) against any and all claims to which the Release of Liability section of this agreement applies, including claims for their own negligence. I also promise to INDEMNIFY, HOLD HARMLESS AND DEFEND the Released Parties against any and all claims made by any person, including myself for my own negligence, and including but not limited to any claims made by any insurance company or healthcare provider that sues SCC for damages or other legal equitable relief or for any form of indemnity in any court or before any arbitrator, arising out of my participation in activities of SCC, as well as any other claim arising from my conduct during the Photo Trips. In accordance with these promises, 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, as well as messenger, telephone and facsimile transmission costs), that they incur because 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 in this Section, 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 Release Form and the Photo Trip Information on the SCC website (link), which is required for me to read and understand before obtaining this Release Form. The Photo Trip Information answered all of my questions concerning the risks involved with SCC Photo Trips and the scope and effect of this Release Form. The Photo Trip Information was helpful to me in appraising me of the potential risks I may encounter on SCC Photo Trips.

PURPOSE OF AGREEMENT AND SEVERABILITY:

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

APPLICABLE LAW AND FORUM:

This agreement is governed by and shall be construed 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 the Photo Trips shall be brought only in the Arizona State Courts in Yavapai County, Arizona, or in the U.S. District Court for the District of Arizona, and I agree to the jurisdiction and venue of those courts for any such dispute.

I have fully informed myself of the contents of this agreement by reading it before signing it. No oral representations, statements or other inducements to sign 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 all the terms of this agreement and agree to abide by all the rules and guidelines of the Club.

APPLICANT SIGNATURE _____ (Print Name) _____ Date: _____