



# Keystone Trails Association Waiver

## Activity Waiver and Photo/Video Release

Acknowledgment of Participant Responsibility, Express Assumption of Risk, Release of Liability, and Relevant Permissions

Participation in outdoor or indoor activities organized by Keystone Trails Association (KTA) or its partners, collaborators, or sponsors presents certain risks, both foreseen and unforeseen. These may include, but are not limited to, personal injury, property damage, and death ("Injuries and Damages").

I understand and confirm that:

- **I am ultimately responsible for my own safety.**
- I possess the necessary knowledge, skills, health, and physical fitness to participate in the event activities I select.
- I have read and agreed to any rules and conditions applicable to said activities. This includes acknowledgment that pets are not allowed on any of the scheduled activities, except for service animals, or when specifically noted that pets are allowed at an event.
- My participation is at the discretion of the KTA employees, officers, directors, or volunteers leading activities, or qualified leaders representing partnering organizations, businesses, or sponsors. Having read this document in its entirety and in consideration of my acceptance as a participant in these activities, I hereby agree as follows:
- I agree to follow the instructions of all activity leaders, and treat all staff, volunteers, and participants respectfully. Failure to do so may result in dismissal from activities.
- I agree to WAIVE, DISCHARGE CLAIMS, AND RELEASE FROM LIABILITY KTA employees, officers, directors, or volunteers, and any partnering organizations, businesses, or sponsors connected with this event or its activities, on account of, or in any way resulting from, Injuries and Damages, even if caused by negligence of any of these parties.
- I further agree to INDEMNIFY AND HOLD HARMLESS KTA employees, officers, directors, or volunteers, and any partnering organizations, businesses, or sponsors connected with this event or its activities, from any claims, damages, injuries, or losses resulting from my participation in these activities.
- I understand and intend that this assumption of risk and release is binding upon my heirs, executors, administrators, and assigns, and includes any minors accompanying me during these activities.
- I understand that this agreement is intended to be as broad and 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 and shall remain valid and fully enforceable.
- I understand that the term "negligence" in this agreement includes, but is not limited to, ordinary negligence, gross negligence, and willful or reckless conduct.
- I grant KTA, its partners, sponsors, successors and assigns my permission to use my name, voice, story, image and/or likeness associated with this activity for promotion, advertising, and other commercial and business purposes without financial or other remuneration to me.
- I grant KTA, its partners, sponsors, successors and assigns a license to use any images, videos, or other media related to this activity for which I am the rights holder without financial or other remuneration to me.
- I grant KTA, its partners, sponsors, successors and assigns permission to use my email address to contact me regarding membership, programs, and other purposes generally related to the recreation and conservation mission of this event.

I represent that I am at least 18 years of age, have read and understand the foregoing statement, am competent to execute this agreement, and by doing so hereby waive certain legal rights.

For participants under 18 years of age a parent or guardian must complete the form on their behalf. Parent or guardian agrees to accompany the minor at all times during the event and included activities.